

Master Subcontract Agreement – New Homes Installation Partner

This Master Subcontract Agreement (“Agreement”) is deemed to be effective as of (“October 24, 2022”), organized under the laws of California (State), between SUNROOF ROOFING INC. dba SUNROOF ROOFING AND SOLAR with its principal place of business at 2021 Las Positas Court, Suite 120, Livermore CA 94551 (“Installation Partner”) and SunPower Corporation, Systems, a Delaware corporation (“SunPower”).

SunPower and Installation Partner (“IP”) hereby agree as follows:

To the extent that IP entered into an Agreement prior to this Agreement, IP and SunPower hereby acknowledge and agree that this Agreement shall amend and replace any such previous Agreements in its entirety on the Effective Date of this Agreement.

Article 1 – Defined Terms

When used in this Agreement, the following capitalized terms shall have the definitions indicated:

Customer – SunPower residential customer

Customer Contract – a contract executed between SunPower and a homeowner.

Design – A graphic representation providing sufficient detail of the roof (and other structures, if applicable), solar panels and their placement, electrical schematic, and other related construction elements essential for successful Project (as such term is defined below) completion.

Energy Start Date – the first date when all of the following events have occurred: (a) verification that the Installed System was placed into operation, (b) interconnection of the Installed System is complete with the applicable utility; and (c) all approvals needed to operate the Installed System have been granted.

General Contract – a contract executed between the SunPower and the Prime Contractor.

Installation Date – The date of completion of the Installed System (as such term is defined below).

Installed System – A solar energy system, which has been installed by the Installation Partner using SunPower provided solar panels and other related equipment and supplies, awaiting inspection and interconnection.

Layout - A design scheme or plan (pictorial and/or drawing) showing the proposed arrangement of solar panels and spaces on the roof, general location of the main service panel, inverter(s), and SunPower Monitoring System (“SMS”) box.

Maintenance/Repair Services - shall include a site visit to perform duties, including but not limited to the following: the removal and securement of parts of the Installed System, inspections, troubleshooting, and on-site analysis required to investigate or correct a failure. Materials and workmanship shall be provided by the IP in a timely manner to remedy such failure, including interfacing with the applicable utility or other parties to ensure that the Installed System is operational and working according to original specifications.

Master Community List – A listing of New Home Projects to be provided upon the acceptance of a NH PO (as defined below).

New Homes (“NH”) – Newly built homes that are intended for private residential use that are uninhabited which may be under construction.

Work - the performance and furnishing of all the labor, services, materials, plant, equipment, tools, and other items necessary for the successful installation of a solar system at a NH.

Permit - A document issued by an entity who has the delegated authority to determine, mandate, and enforce applicable city, county, public utility, etc. code requirements (hereinafter referred to as the “Authority Having Jurisdiction” or “AHJ” approving specific construction/solar installation work.

Premises – The location of a Residential or a NH Project as listed in the Master Community List

Pre-Rough/Rough - when the studs and framing are up, the walls may be up and there is enough ‘structure’ constructed to run the conduit and wire for solar installation.

Prime Contractor – a New Homes builder building communities of new homes in various states who has a contract with SunPower to install solar energy systems.

Project – All construction and non-construction activities associated with the Installed System for a given Customer.

Residential – Includes both homes that were (a) previously built and inhabited private homes and (b) NH not yet inhabited or under construction for non-commercial use.

Service Request – a request from SunPower to an IP to define maintenance or services to be provided to a Customer.

SunPower – SunPower Corporation, Systems, a Delaware corporation, counterparty to Primary Contractor for Work or Party contracted to provide solar energy solutions and services directly to the Customer.

Trim – The solar system installation activities.

Article 2 – Description of Work

SunPower Corporation, Systems – Confidential

NH

2.1 New Homes Installation. IP shall perform Work, as described in the NH Purchase Order ("NH PO"), in accordance with the NH Scope of Work, as shown in Exhibit A, attached hereto ("NH SOW"), and the SunPower supplied builder communities listed in the Master Community List, as shown and described in and in strict accordance with all applicable plans and specifications related to a NH project ("Plans and Specifications"), general conditions, special conditions and addenda related to a NH project and prepared with the terms and provisions of the applicable General Contract between SunPower and Prime Contractor (the "General Contract" and collectively with the Plans and Specifications, Architectural plans, Engineering drawings, all applicable Building Codes which may include Uniform Building Code (UBC), International Building Code (IBC), International Residential Code (IRC), International Energy Conservation Code (IECC), and Storm Water Pollution Prevention Plan and all City, County, State, and Federal codes, ordinances and statutes, the specifications hereinafter set down and all changes incorporated at specific communities as notified by SunPower and other NH Project related documents, collectively the "NH Contract Documents").

2.2 Compliance. IP shall comply with and maintain for the terms of this Agreement, SunPower-conducted Training and Certifications as shown in Exhibit B, attached hereto. IP may not subcontract Work without prior written consent from SunPower, and SunPower will not provide its consent unless a subcontractor satisfies the Training and Certification requirements listed in Exhibit B, attached hereto.

2.3 Maintenance/Repairs. IP shall perform all Maintenance/Repair Services necessary for successful, in SunPower's sole discretion, maintenance and repair services of an Installed System. When directed by SunPower as described in a Service Request, IP shall provide maintenance and/or repair services for the Installed System based upon the fees in the NH Pricing Schedule as shown in Exhibit E, attached hereto. Specific instructions, including the scope and response times are specified in the individual Service Request.

2.4 Subcontracting. Subcontracting of Work can only be performed if prior written authorization is obtained from SunPower. Any subcontractor performing Work on behalf of IP must meet SunPower's requirements for insurance and licensing set forth in Section 17 - Insurance and Licenses (below) of this Agreement and safety requirements as set forth in Attachment 2 – Safety Requirements, attached hereto. Furthermore, IP shall be responsible for obtaining lien waivers from any subcontractor hired by IP to perform Work and provide such lien waivers to SunPower.

Article 3 – Contract Documents and Customer Contracts

3.1 Contract Documents. The NH Contract documents are available for examination by IP through use of the SunPower-supplied website. IP represents and agrees that prior to the commencement of any Work, it has carefully examined and understands the NH Contract Documents, has investigated the nature, locality and site of the Work and the conditions and difficulties under which it is to be performed, and that it enters into this Agreement on the basis of its own examination, investigation and evaluation of all such matters and not in reliance upon any opinions or representations of SunPower, Customer or of any of their respective officers, agents or employees. IP shall review and hold all NH Contracts documents in strict confidentiality, subject to Article 33, the "Confidentiality" clause of this Agreement.

SunPower Corporation, Systems – Confidential

NH

3.2 Obligations. With respect to the Work to be performed and furnished by IP hereunder, IP agrees to be bound to SunPower by each and all of the terms and provisions of this Agreement and NH Documents, and to assume all of the duties and responsibilities that SunPower provides for the Customer and the Prime Contractor, as applicable. The IP agrees further that SunPower shall have the same rights and remedies against IP as Customer has against SunPower under the terms and provisions of the NH Contract Documents with the same force and effect as though every such duty, obligation, responsibility, right or remedy were set forth herein in full. The terms and provisions of this Agreement, NH PO and Service Requests with respect to the Work to be performed and furnished by IP hereunder are intended to be and shall be in addition to and not in substitution for any of the terms and provisions of the NH Contract Documents.

3.3 Duty of IP. This Agreement, NH PO and the provisions of the Service Requests are intended to supplement and complement each other and shall, where possible, be thus interpreted. If, however, any provisions of this Agreement conflicts with a provision of the NH Contract Documents or Service Requests, the provision imposing the greatest duty or obligation on the IP shall govern.

3.4 Rebate Duty of IP. SunPower shall coordinate the rebate program requirements established by a utility or all other available and applicable rebate providers ("Rebate Provider"). If a rebate is not paid by the Rebate Provider due to any negligence on the part of IP, then IP agrees to reimburse the dollar amount of such rebate to SunPower by either, at SunPower's sole discretion, (a) allowing SunPower to deduct such reimbursement amount from payments due and owing by SunPower to IP, or (b) remitting such reimbursement amount directly to SunPower.

Article 4 – Work Scheduling and Time of Completion

4.1 Installation/Work Orders. IP shall commence the Work when notified to do so by SunPower through a NH PO and shall complete the Work in accordance with the applicable NH SOW, along with the NH Service Level Agreement, as shown in Exhibit C, attached hereto (the "SLA"), NH Project and any other scheduling requirements listed in this Agreement, the NH Contract Documents so as not to delay, impede, obstruct, hinder or interfere with the commencement, progress or completion of the whole or any part of the Work. The NH PO shall be issued electronically to the IP by SunPower. The NH PO will contain, at a minimum, description of work, Price (as such term is defined below), Customer contact information, expected/required install date, and special instructions, if any. The IP shall confirm acceptance of the NH PO within one (1) business day. Subsequent steps for scheduling and completion are listed in the attached NH SOW.

4.2 Installation Purchase Orders. SunPower shall issue a Purchase Order ("PO") for each NH PO to the IP. The IP shall invoice SunPower citing such PO number on the invoice and in accordance with Article 5 (Pricing) below. Multiple NH POs may be issued for Work.

4.3 Conflict. IP shall ensure that there is no conflict between Work being performed by IP and services that are being provided by IP that are unrelated to the Work. IP shall notify SunPower prior to performing any work outside the SOW and will not perform any such work without the express consent, and at the sole discretion of SunPower. Such notification must be

provided, and consent obtained while the Project is still active and prior to the Energy Start Date. IP also agrees to provide copies of any contracts with Customer outside the SOW to SunPower, upon request. SunPower shall be notified if, after agreeing to Work, a conflict will alter the schedule. If a conflict should arise, it may be grounds for termination of this Agreement.

4.4 Maintenance. Upon notification from SunPower authorized personnel and assignment of a Service Request, IP shall perform a site visit and commence Maintenance/Repair Services in accordance with the Residential Quality Standards described in Attachment 1 to the NH SOW. Upon troubleshooting, if it is determined by SunPower that the failure/issue is due to faulty workmanship of the IP, IP shall provide relevant documentation of such faulty workmanship and perform Maintenance/Repair Services at no charge to SunPower as stated in Article 25 of this Agreement (Warranties). If the failure/issue is due to faulty SunPower-provided equipment, then SunPower shall promptly provide replacement(s) of the faulty equipment to IP for such Maintenance/Repair Services. IP shall complete the Work in accordance with the Maintenance/Repair section in the NH SOW and the SLA. IP shall be compensated separately for any Work performed to replace faulty equipment in accordance with the pricing set forth in Exhibit E – NH Pricing Schedule, attached.

The Service Request shall be issued electronically to the IP by SunPower. The Service Request will contain the Customer contact or Prime Contractor information, expected/required completion date, and the scope/special instructions. Further details regarding performance of the Maintenance/Repair Services are listed in the attached NH SOW.

4.5 Maintenance Purchase Orders. For maintenance activities that are not performed due to any action or inaction of the IP (including its subcontractors), a SunPower residential field manager may create a blanket purchase order (“BPO”) and provide a BPO number to IP each quarter via e-mail. IP shall reference such BPO number on all invoices submitted to SunPower related to maintenance activities.

4.6 Progress of Work or Maintenance/Repair Services. If the progress of the Work/Maintenance/Repair Services is delayed, disrupted, hindered, obstructed, or interfered with by any fault or neglect or act or failure to act of IP, any of its subcontractors or any of its other officers, agents, employees, IPs or suppliers, together with its subcontractors, its “Representatives”, so as to cause any additional cost, expense, liability or damage to SunPower or any damages or additional costs or expenses for which SunPower or Customer may or shall become liable, IP and its surety, if applicable, shall and do hereby agree (a) to compensate SunPower and Customer for and indemnify them against all such costs, expenses, actual damages and liability and (b) at its own cost and expense, work such overtime as may be necessary to make up for all time lost in the completion of the Work due to such delay. If IP fails to make up for the time lost by reason of such delay, then SunPower shall have the right to cause other IPs to work overtime and to take whatever other commercially reasonable action it deems necessary to avoid delay in the completion of the Work, and the cost and expense of such overtime and/or such other actions shall be borne by IP. Within five days of SunPower’s written request, IP agrees to reimburse SunPower for any amounts remitted to Customer by SunPower related to IP’s delays in completing or failure to perform Work as set forth in the SLA.

Article 5 – Pricing

5.1 Pricing Schedule. The sum to be paid by SunPower to IP ("Price") for the satisfactory performance and completion of the Work with respect to each NH PO or Service Request, notwithstanding miscellaneous material pricing as described in Section 5.2 below, request and of all of the duties, obligations and responsibilities of IP under this Agreement, will be based upon the NH Pricing Schedule as shown in Exhibit E, attached hereto, as applicable, subject to additions and deductions as herein provided. Each NH PO or Service Request shall include the Price determined by SunPower according to the NH Pricing Schedule and may be subject to change upon mutual agreement. IP shall promptly notify SunPower of any proposed changes in the NH PO or Service Request and both parties shall negotiate such changes in good faith as to avoid any impact on the overall Project's schedule.

5.2 Miscellaneous Material Pricing. In SunPower's sole and absolute discretion for unique AHJ requirements which are not covered by items in Exhibit E, or additional work not included in the scope of this Agreement, SunPower may issue a new or amended NH PO for miscellaneous material. IP must provide all cost substantiation and related documentation prior to the issuance of the new or amended NH PO for such material. IP shall be compensated for such material at Cost + 15% markup provided that all required documentation has been provided on the SunPower provided website.

5.3 Taxes. The Price includes all federal, state, county, municipal and other taxes imposed by law and based upon labor, services, materials, equipment or other items acquired, performed, furnished or used for and in connection with the Work by the IP. Where the law requires any such taxes to be stated and charged separately, such taxes shall be noted separately by SunPower on the NH PO or Service Request and will be part of the total Price.

Article 6 – Payments and Payment Terms

6.1 New Home Installations. Request for payments, upon SunPower authorized personnel approval, shall be submitted by the IP to SunPower as follows:

(a) Rough – Upon the completion of all Pre Rough and Rough activities, and verification that a home is ready or will be ready to wire for the solar energy system, for each NH PO, IP shall provide any/all validated required documents as identified in the IP Required Documents for Payment as listed in Exhibit D, attached hereto.

(b) Trim – Upon the completion of all Trim activities including the solar energy system installation using SunPower provided solar panels and inverters, preparation or installation of SMS, and verification that all components are installed per the specifications, for each NH PO, or combination thereof, IP shall provide any/all validated required documents as identified in the IP Required Document for Payment as listed in Exhibit D, attached hereto.

If the Installed System is operated or energized prior to NTP, or otherwise compromises or eliminates SunPower's or its financial partners' ability to obtain any available financial incentives through a breach of any obligation under this agreement prior to IP's receipt of NTP, then a penalty shall be levied against the IP. Such penalty shall be equal to any recaptured, disallowed or otherwise lost financial incentives or lost benefits related to financing arrangements provided by SunPower. This can be greater than \$3.00 per watt, depending on

the jurisdiction and type of lease. IP shall ensure proper measures are taken to prevent operation or energizing of the system through a lock or tag and explanation of same to Customer.

6.2 Maintenance. Invoices shall be submitted to the residential field manager via e-mail once work has been completed. The invoice should indicate the Price for maintenance according to the NH Pricing Schedule. The residential field manager will review the completed Service Request and supporting documentation, as described in the Service Request, to determine, in the SunPower residential field manager's sole discretion, if the issue has been resolved and the invoice has the correct Price. The Residential Field Manager will then process the invoice for payment.

6.5 Payment Terms. Each payment, as approved by SunPower, shall be due and paid to IP within 30 days (NET30) after SunPower receives invoice for IP's Work and the payment conditions described in Article 7 (Payment Conditions) below are satisfied in full. If applicable, the following amounts shall be deducted from the payment: (a) all amounts and claims against IP, by SunPower or any third party, for which IP is responsible hereunder and (b) all charges for services, materials, equipment and other items furnished by SunPower to or chargeable to IP. IP's acceptance of final payment shall constitute a waiver of any and all claims previously undisclosed by the IP.

Article 7 – Payment Conditions

7.1 Agreement to Conditions. IP agrees to furnish, as conditions precedent to each payment: (a) in the case of progress payments, partial lien or claim waivers in the amount of application for payment and, in the case of the final payment, full lien and claim waivers, in each case covering IP, their subcontractor(s) and any other Representative that has provided Work related to such payment application; provided that such waivers may be conditional upon payment, so long as IP provides an unconditional waiver with respect to such payment with the next payment requisition, and shall be in the accepted forms provided in IP Required Documents for Payment, (b) if and when requested to do so by SunPower, such information, evidence and substantiation as SunPower may require with respect to the nature and extent of all obligations incurred by IP for or in connection with the Work, all payments made by IP thereon, and the amounts remaining unpaid, to whom and the reasons therefore; and (c) in the case of the final payment, (i) the completion and acceptance of the Work with respect to NH PO; (ii) provision by IP of evidence satisfactory to SunPower, (including the lien waivers and releases referred to in clause (a).) that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, materials, equipment, taxes or other items performed, furnished, or incurred for or in connection with the Work; and (iii) complete and full satisfaction of all claims, demands and disputes, including those described in Article 8 (Payments Withheld and Non-Acceptance) below, and all obligations and responsibilities of IP, arising out of or related to this Agreement with respect to a NH PO or Service Request, including those as between SunPower and IP as well as those between IP and any subcontractor or any other third party.

7.2 SunPower Remedies. Notwithstanding any other term of this Agreement and to the extent permitted by applicable law, SunPower shall be permitted a reasonable period of time to pursue remedies and collect from Customer or other persons for progress payments, final payments or other payments as a result of IP's work or claims, before payment shall become due to IP. What is a "reasonable time" shall be decided based upon all relevant circumstances,

but shall in no event be less than the amount of time needed to pursue to conclusion, including collection, available remedies against Customer, insurers, other third party contractors, or any other party responsible for payment.

7.3 Joint Payment. SunPower may, at its option, (a) make any payment or portion thereof by joint check payable to IP and any of its Representatives and (b) advance the date of any payment, including final payment, under this Agreement, NH PO or Service Request if, in its sole judgment, it becomes desirable to do so.

Article 8 – Payments Withheld and Non-Acceptance

8.1 Payments Withheld. If any claim or lien is made or filed with or against SunPower, Customer, or the Work by any person claiming that IP, any subcontractor or any other Representative of IP has not been paid or failed to make payment for any labor, services, materials, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work, or if any such claim or lien is filed or presented, or if SunPower, in good faith, believes that such a claim or lien may be filed or brought, or if at any time there shall be evidence of such nonpayment or of any claim or lien for which, if established, SunPower or Customer might become liable and which is chargeable to IP, or if IP, any subcontractor or any Representative of IP causes damage to the Work or to any other work on the NH PO or Service request, or if IP fails to perform or is otherwise in default under any of the terms or provisions of this Agreement, whether before or after final payment is made, SunPower shall have the right:

(a) to retain from any payment then due or thereafter to become due or require a refund of an amount which it deems sufficient to (i) satisfy, discharge and/or defend against any such claim or lien or any action which may be brought or judgment which may be recovered thereon, (ii) make good any such nonpayment, damage, failure or default, (iii) compensate SunPower or Customer for and indemnify and hold them harmless against any and all losses, liability, damages, costs and expenses, including legal fees and disbursements, which may be sustained or incurred by either or both of them in connection therewith; (b) to demand that IP provide, within 10 days of SunPower's request therefor, proof to the satisfaction of SunPower and Customer that such nonpayment, claim or lien has been fully satisfied, dismissed and discharged. Upon the failure of IP to fulfill the requirements of a demand issued by SunPower pursuant to this subsection (b) SunPower may, in such manner as SunPower may in its sole discretion determine, secure the satisfaction, dismissal and discharge of such claim, by payment or otherwise, and IP shall within 10 days of demand therefore, be liable for and pay to SunPower all amounts, including legal fees and disbursements, incurred or suffered by SunPower or Customer arising out of or related thereto. SunPower shall, in addition, have the right to apply and charge against IP to the extent that so much of the amount retained as may be required for the foregoing purposes.

8.2 Non-Acceptance. No payment, final or otherwise, made under or in connection with this Agreement shall be conclusive evidence of the performance of the Work, in whole or in part, and no such payment shall be construed to be an acceptance of defective, faulty or improper work or materials nor shall it release IP from any of its obligations under this Agreement. The failure of IP to fully perform and satisfy any or all obligations set forth in this Article 8 shall constitute a default, entitling SunPower to take action as described in Article 15 (Default of IP) of this Agreement.

Article 9 – Extension of Time

9.1 Extension. Should IP be delayed, obstructed, hindered or interfered with in the commencement, performance or completion of the Work with respect to a NH PO or Service Request by any cause including, but not limited to, (a) any act, omission, neglect, negligence or default of SunPower or its Representatives, Customer or its Representatives, (b) damage caused by fire or other casualty, (c) weather, (d) the combined action of workers or by governmental directive or order in no way chargeable to IP, (e) any extraordinary conditions arising out of war or government regulations or (f) any other cause beyond the control of and not due to any fault, neglect, act or omission of IP or its Representatives, then IP shall be entitled to an extension of time for a period equivalent to the time lost by reason of any and all of the aforesaid causes, provided, however, that IP shall not be entitled to any such extension of time unless IP (i) notifies SunPower of the cause or causes of such delay, obstruction, hindrance or interference within two (2) business days of the commencement thereof and (ii) demonstrates that it could not have anticipated or avoided such delay, obstruction, hindrance or interference and has used all commercially reasonable means to minimize the consequences thereof. IP acknowledges that provision of such notice is an essential condition precedent to IP's rights in connection with any such delays, obstructive hindrances or interferences and to SunPower's ability to fully identify, and expeditiously, address and avoid such cause or causes, and, accordingly, IP expressly waives all rights with respect to any such cause or causes for which notice hereunder was not provided. Notwithstanding the foregoing, the IP shall adhere to the timeline agreed upon in the NH PO or Service Request and/or SunPower provided scheduling/monitoring tools until any extension is granted.

9.2 Reimbursement. Notwithstanding any other term of this Agreement and to the extent permitted by applicable law, IP agrees that it shall not be entitled to nor claim any cost reimbursement, compensation or damages for any delay, obstruction, hindrance or interference to the Work except to the extent that SunPower has actually recovered corresponding cost reimbursement, compensation or damages from Customer under the NH Contract Documents, as applicable for such delay, obstruction, hindrance or interference, and then only to the extent of the amount, if any, which SunPower on behalf of IP, actually received from Customer on account of such delay, obstruction, hindrance or interference.

It shall be an express condition precedent to any obligation on the part of SunPower to make payment of any such cost, reimbursement, compensation or damages to IP hereunder that SunPower shall first be determined to be entitled to such compensation on behalf of IP and be given commercially reasonable time to pursue payment from Customer. IP expressly acknowledges that SunPower is not obligated or required to pursue IP claims as against Customer if SunPower, in its reasonable discretion, after review of IP's claim, has deemed the claim to lack merit in whole or in part.

IP agrees that it shall contribute a fair and proportionate share of the costs of advancing the claims of IP for any delay, obstruction, hindrance or interference to the Work, including but not limited to legal and other professional fees.

Article 10 – Freight Charges and Shipping

10.1 Freight and Shipping Charges. IP shall not make or order shipments, consign or have consigned materials, equipment or any other items in the name of SunPower. SunPower is under no obligation to make payment for charges on shipments made by or to IP but may, at its option, pay such charges, in which case IP shall reimburse SunPower for the amount of such payments. IP acknowledges that it will receive SunPower furnished material at a previously

SunPower Corporation, Systems – Confidential

NH

agreed upon location and freight charges shall be FOB destination. Upon receipt, IP shall inspect the SunPower furnished material and notify SunPower of any missing or damaged material in accordance with Attachment 3 - RMA Process.

Article 11 – Shop Drawings and Submittals

11.1 Document Approvals. SunPower approval of NH Contract Documents or Service Requests submitted by IP, according to NH PO or Service Request to SunPower shall not relieve IP of its obligation to perform the Work in strict accordance with the NH PO or Service Request, this Agreement and NH Contract Documents, nor of its responsibility for the proper matching and fitting of the Work with contiguous work and the coordination of the Work with other work being performed on the Customer premises, which obligation and responsibility shall continue until completion of the Work. IP's submission of a Layout, Permit, Design, or other documents as applicable, to SunPower shall constitute IP's representation, upon which SunPower may rely, that IP has reviewed the submission for accuracy and compliance with all NH Contract Documents and AHJ and that wherever engineering is required to be performed, same has been performed by a qualified and licensed engineer.

Article 12 – Interpretation of Plans and Specs

12.1 Interpretation and Approvals. The Work hereunder is to be performed and furnished under the direction and to the satisfaction of SunPower. The decision of SunPower as to the true construction, meaning and intent of the Layout, Design, or Permit shall be final and binding upon IP. SunPower will furnish to IP such additional information as required to further describe the Work to be performed and furnished by IP and IP shall conform to and abide by the same.

IP shall not make any changes, additions and/or omissions in the Work except upon written notification from SunPower as provided in Article 13 (Change Orders, Additions and Deductions) of this Agreement.

Article 13 – Change Orders, Additions, Deductions and Cancellations

13.1 Change Orders. SunPower reserves the right, from time to time, whether the Work or any part thereof shall or shall not have been completed, to make changes, additions and/or omissions in the Work as it may deem necessary, upon reissuance of NH PO or Service Request. Such changes will be stated in the amended NH PO or Service Request and any Price changes would be reflected on the amended NH PO or Service Request, as applicable.

Should the parties hereto be unable to agree as to the value of the Work to be changed, added or omitted, IP shall proceed with the work promptly under the written order of SunPower from which order the stated value of the Work shall be omitted, and SunPower shall determine commercially reasonable value of the Work which shall be final and binding upon the parties hereto. Should IP proceed with any Work for which neither an amended NH PO or Service Request has been issued nor for which they have received clear, written direction from SunPower to proceed, such work will be completely at IP's risk.

In the case of omitted Work, SunPower shall have the right to withhold from payments due or to become due to IP an amount which, in SunPower's opinion, is equal to the value of such Work until such time as the value thereof is determined by mutual agreement.

SunPower Corporation, Systems – Confidential

NH

All changes, additions or omissions in the Work ordered in writing by SunPower shall be deemed to be a part of the Work hereunder and the applicable NH PO or Service Request and shall be performed and furnished in strict accordance with all of the terms and provisions of this Agreement and the applicable NH PO or Service Request. IP accepts the responsibility to keep its surety, if applicable, informed of all such modifications to its contract. The obligations of IP and IP's surety shall not be reduced, waived or adversely affected by the issuance of such change orders, additions or deductions even if IP fails to inform surety of same and SunPower shall not be required to obtain consent of the surety to such modifications.

13.2 Additional Work. IP shall not independently solicit the Customer or Prime Contractor for any work contained in the SunPower NH PO or Service Request, or in relation to the same Work. If a Customer desires additional work to be performed which is outside the scope of the NH PO or Service Request and Customer Contract/General Contract, IP shall inform SunPower that such request has been made. Upon review of such request, SunPower may either direct the Customer to contract directly with the IP for such work or SunPower may generate an amended or additional NH PO or Service Request to IP for such work.

13.3 Project Cancellations. Upon customer cancellation of Project/Customer Contract/General Contract outside of the cooling off period, SunPower may cancel an issued NH PO. In such event, SunPower shall issue an amended NH PO indicating the Work already completed by the IP at the time of cancellation. Pricing for completed Work shall be based on Exhibit E and IP shall submit to SunPower documentation substantiating such completed Work in accordance with the deliverables listed in NH SOW at the SunPower designated website. Payment(s) for such Work will be processed after all required documentation is received by SunPower.

Article 14 – Inspection and Defective Work

14.1 Proper Inspections. IP shall at all times provide safe, sufficient, and proper facilities for the inspection of the Work by SunPower and its authorized representatives in the field, at shops or at any other place where materials or equipment for the Work are in the course of preparation, manufacture, treatment or storage. IP shall, within 24 hours or at a mutually agreed timeframe after receiving written notice from SunPower to that effect, proceed to take down all portions of the Work and remove from the premises all materials whether worked or unworked, which SunPower shall deem as unsound, defective or improper or as in any way failing to conform to this Agreement or the Layout, Design, or Permit, or other NH Contract Documents. IP, at its own cost and expense, shall replace the same with proper and satisfactory Work and make good all Work damaged or destroyed by or as a result of such unsound, defective, improper or nonconforming Work or by the taking down, removal or replacement thereof.

Article 15 – Default of IP

15.1 Default. Should IP at any time, whether before or after final payment, (a) refuse or neglect to supply a sufficiency of skilled workers or materials of the proper quality and quantity, (b) fail in any respect to perform the Work with promptness and diligence, (c) cause by any act or omission the stoppage, impediment, obstruction, hindrance or delay of or interference with or damage to the Work of SunPower, (d) fail in the performance of any of the terms and provisions of this Agreement or of the other NH Contract Documents or (e) institute or have instituted against it a case under Title 11 of the United States Code or file for an arrangement or

reorganization, become insolvent, be adjudicated bankrupt, go into liquidation or dissolution, either voluntarily or involuntarily or under a court order, or make a general assignment for the benefit of creditors, or otherwise acknowledge insolvency, then in any of such events, each of which shall constitute a default hereunder on IP's part, SunPower shall have the right, in addition to any other rights and remedies provided by this Agreement and NH Contract Documents or by law, after three days written notice to IP, provided that in the case of a, b, c, or d above, IP is unable to cure such default within the three day notice period, (i) to perform and furnish through itself or through others any such labor or materials for the Work and to deduct the cost thereof from any monies due or to become due to IP under this Agreement or the applicable NH PO or Service Request and/or (ii) to terminate this Agreement or the applicable NH PO or Service Request in accordance with Article 24 (Termination) of this Agreement below, enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, all of which IP hereby transfers, assigns and sets over to SunPower for such purpose, and to employ any person or persons to complete the Work and provide all the labor, services, materials, equipment and other items required therefore.

Article 16 – Loss or Damage to Work, Force Majeure

16.1 Process for Solutions. SunPower shall not be responsible for any loss, theft, or damage to the Work to be performed and furnished under this Agreement, NH PO, or Service Request, nor shall SunPower be responsible for loss, theft, of or damage to materials, tools, equipment, appliances or other personal property owned, rented or used by IP or anyone employed by it in the performance of the Work. Product shipped to IP designated site that arrives in a defective or damaged manner shall be replaced using the RMA process as explained in Attachment 3 of the NH SOW. Any product lost or damaged solely by IP or its subcontractors shall be replaced through direct purchase of like SunPower product by IP at their own expense. IP shall also bear all costs related to delays in schedules and completion of Work due to such loss or damage.

16.2 Force Majeure. Neither party shall be liable to the other party for any failure or delay in performance caused by reasons beyond its reasonable control, including, without limitation, acts of God, war, riot, embargoes, acts of terrorism, acts of civil or military authorities, fire, flood hurricanes, typhoons, tornados, winds in excess of 90 mph, volcanoes, earthquakes or accidents. If all or any portion of a project is destroyed by a force majeure event, any work done or materials furnished by SunPower in restoring or rebuilding the project will be paid for by IP as extra work pursuant to a change order. Without limiting the generality of the foregoing, SunPower will not be liable or deemed to be in breach of this Agreement by reason of any delay or failure to perform caused by any act or omission of IP.

Article 17 – Insurance and Licenses

17.1 Insurance. IP shall procure and maintain at its sole expense and throughout this Agreement's term the following types of insurance and provisions, and other insurance requirement that are described below. IP shall notify SunPower in writing in the case of cancellation or change of insurance policy 30 days prior to cancellation or change (10 days for non-payment of premiums). IP shall notify SunPower prior to insurance expiry and provide renewal certificate(s) as required. Lapsed insurance can prevent shipment and installation, and cause financial penalty to IP.

- (i) Commercial general liability with limits of liability no less than \$1,000,000 USD per occurrence and a general aggregate limit no less than \$2,000,000 USD. The commercial general liability policy shall also include a severability of interest clause with no exclusions or limitations on cross liability;
- (ii) Automobile Liability. Commercial or business automobile liability insurance coverage with limits of not less than \$1,000,000 USD per person (bodily injury) and \$1,000,000 USD property damage per occurrence specifying "any auto" coverage or "all owned , leased, hired and non-owned autos.";
- (iii) Workers' compensation for all states in which IP, or any affiliate thereof, has employees, subject to statutory limits and employer's liability with a limit of not less than \$1,000,000 USD;
- (iv) Crime Insurance Policy with coverage limits of not less than \$1,000,000 USD per occurrence, sufficient to cover against the theft, misappropriation or loss of money, credit card receipts, checks, rebates and other negotiable instruments collected or received from customers and/or partners;
- (v) Builders risk insurance for the total replacement value and, upon all Work, materials and equipment incorporated in the Project and all materials and equipment on or about the Premises intended for permanent use or incorporation in the Project or incident to the construction thereof, the replacement value of which is included in the cost of the Work, but not including any contractors' machinery, tools, equipment, appliances or other personal property owned, rented or used by IP or any Representative in the performance of the Work. Builder's risk insurance must cover the following replacement value of the installation activities and materials, and contain the following provisions:
 - (a) Builders Risk Hard Costs – equal to the full replacement sum of systems & equipment components
 - (b) Soft Costs / Delay In Start-Up - with limits of not less than the projected equivalent twelve (12) months gross revenues (including all revenues derived from any environmental attribute of the Projects, including without limitation, renewable energy credits owned or sold by the Owner, less non-continuing expenses
 - (c) Comprehensive Mechanical and Electric Breakdown – Including all forms of testing and commissioning (non-warranty breakdown)
 - (d) On & Off-Site property, to the extent exposures exist, in an amount not less than the full replacement cost at risk any one occurrence;
 - (e) Inland Transit or Ocean Marine Cargo, to the extent exposures exist in an amount equal to the full replacement cost any one shipment;
 - (f) CAT Perils including Flood, Windstorm, Named Wind, and Earthquake shall not be excluded. All applicable limits, sub-limits, and deductibles shall be noted on the Acord
 - (g) Automatic Reinstatement of limits (excluding CAT perils)
 - (h) Lighting and/or Hail shall not be excluded
 - (i) Theft, Vandalism, Malicious Mischief
 - (j) Pollutant Cleanup and Removal

SunPower Corporation, Systems – Confidential

NH

- (k) Debris Removal
 - (l) No Coinsurance – Unless Agreed Value is endorsed
 - (m) All Risk or Special Form
 - (n) Completed Value – Non-Reporting Form
 - (o) Replacement Cost Valuation
 - (p) Time element waiting periods in excess of 15 days shall be subject to approval
 - (q) SunPower Corporation and SunPower Corporation, Systems must be endorsed and listed as Additional Insured and Loss Payee.
- (i) Additional Insured. SunPower Corporation, SunPower Corporation Services, its officers, directors, members, agents, employees, divisions, subsidiaries, shareholders, partners, affiliated companies, and owners, shall be named as additional insureds with respect to all commercial general liability and automobile policies. IP shall continuously maintain SunPower's additional insured status through the applicable statutes of limitations and statute of repose for liability arising out of the Services;
- (ii) Waiver of subrogation. All policies of insurance required in this section shall provide a waiver of subrogation in favor of SunPower;
- (iii) Severability of Interest, Primary and Non-Contributory. All liability policies in this section shall expressly provide that all provisions thereof, except the limits of liability (which shall be applicable to all insureds) shall operate in the same manner as if there were a separate policy covering each such insured. All policies required in this section shall be considered primary without contribution from any other policies that SunPower may hold;
- (iv) Notice of Cancellation. To the extent commercially available, all policies of insurance required in this section shall provide thirty (30) days written notice of cancellation to SunPower, with the exception of ten (10) days' notice for nonpayment of premium;
- (v) All insurance policies shall be underwritten by companies rated in the latest A.M. Best's Insurance Rating Guide with a rating of at least A- , and be in a financial category of at least IX unless otherwise approved SunPower;
- (vi) All insurance coverages required herein shall be carried continuously during the term of this contract or as otherwise provided herein, with insurance companies acceptable to SunPower in its sole and absolute discretion. The amounts and types of insurance set forth herein are the minimums required by SunPower and shall not be substituted for an independent determination by IP of the amounts and types of insurance which IP shall determine to be reasonably necessary to protect itself and the Services required to be performed under this agreement; and
- (vii) IP shall provide SunPower with a certificate of insurance evidencing the insurance coverage as required above within 30 days of its execution of this Agreement, with evidence of annual renewals thereof, and evidence of the insurance coverage required prior to the commencement of Services.

- (viii) It will be the obligation of the IP to verify that any persons or organizations hired by the IP comply with SunPower's insurance requirements set forth herein.

Lapsed insurance can prevent shipment and installation, and cause financial penalty to IP.

17.2 Licenses. IP shall obtain and maintain throughout this Agreement's term all necessary solar contractor's, electrician's, and/or general contractor's licenses required by law for performance of the SOW and other obligations under this Agreement, including sales, installation, and servicing of the solar systems and related equipment. IP shall provide evidence of its applicable licenses upon request by SunPower.

Article 18 – On the Job Cleaning Up

18.1 Behavior. IP shall ensure that their work crews conduct Work in a polite and unobtrusive manner while on all Customer premises. All Work shall be performed in accordance with the On-site Code of Conduct section in the NH SOW.

18.2 Prohibited Behavior. IP shall not drive across landscaping, over lawns, or open spaces without authorization from Customer or the Prime Contractor. IP shall not damage property with large trucks or poor navigation. IP shall refrain from smoking, including inside vehicles, using slang or foul language, or playing loud music while on all Customer premises.

18.3 Condition of Work Site. IP shall, at its own cost and expense, (a) keep the Premises free at all times from all waste materials, packaging materials and other rubbish accumulated in connection with the execution of its Work, (b) at the completion of its Work in each area, perform such cleaning as may be required to leave the area where the Work was performed, including, but not limited to roof tops, gutters, shrubs and grounds around where the System was installed, "broom clean" and (c) upon the final completion of its Work, remove all of its tools, equipment, scaffolds, shanties, and surplus materials. Should IP fail to perform any of the foregoing to SunPower's satisfaction, SunPower shall have the right to perform and complete such work itself or through others and charge the cost thereof to IP.

Article 19 – Compliance with Law and Permits

19.1 IP Responsible for Compliance. IP shall obtain and pay for all licenses and shall comply with all federal, state, municipal and local laws, ordinances, codes, rules, regulations, standards, orders, notices and requirements, including but not limited to those relating to safety, discrimination in employment, fair employment practices or equal employment opportunity, and whether or not provided for by the Plans and Specifications or other NH Contract Documents, without additional charge or expense to SunPower and shall also be responsible for and correcting, at its own cost and expense, any violations thereof resulting from or in connection with the performance of its Work. IP shall at any time upon demand furnish such proof as SunPower may require showing such compliance and the correction of such violations. IP agrees to save harmless and indemnify SunPower from and against any and all loss, injury, claims, actions, proceedings, liability, damages, fines, penalties, costs and expenses, including legal fees and disbursements, caused or occasioned directly or indirectly by IP's failure to comply with any of said laws, ordinances, rules, regulations, standards, orders, notices or requirements or to correct such violations therefore resulting from or in connection with the performance of Work.

Article 20 – Labor to be Employed

20.1 Subcontracting. IP shall not employ workers, means, materials or equipment which may cause strikes, work stoppages or any disturbances by workers employed by IP, SunPower, or other contractors or IPs on or in connection with the Work or the project or the location thereof. IP agrees that all disputes as to jurisdiction of trades shall be adjusted in accordance with any plan for the settlement of jurisdictional disputes which may be in effect either nationally or in the locality in which the Work is being done and that it shall be bound and abide by all such adjustments and settlements of jurisdictional disputes, provided that the provisions of this Article shall not be in violation of or in conflict with any provisions of law applicable to the settlement of such disputes. Should IP fail to carry out or comply with any of the foregoing provisions, SunPower shall have the right, in addition to any other rights and remedies provided by this Agreement, NH Contract Documents or by law, after three (3) days written notice mailed or delivered to the last known address of IP, to terminate this Agreement or any NH PO or Service Request or the employment of IP for all or any portion of the Work, and, for the purpose of completing the Work, to enter upon the Premises and take possession, in the same manner, to the same extent and upon the same terms and conditions as set forth in Article 16 (Loss or Damage to Work, Force Majeure) of this Agreement.

Article 21 – Taxes and Contributions

21.1 Tax Liability. IP, for the Price herein provided, hereby accepts and assumes exclusive liability for and shall indemnify, protect and hold harmless SunPower and Customer from and against the payment of:

- (a) All contributions, taxes or premiums, including interest and penalties thereon, which may be payable under the unemployment insurance law of any state, federal social security act, federal, state, county and/or municipal tax withholding laws, or any other law, measured upon the payroll of or required to be withheld from employees, by whomsoever employed, engaged in the Work to be performed and furnished under this Agreement and each NH PO or Service Request.
- (b) All sales, use, personal property and other taxes, including interest and penalties thereon, required by any federal, state, county, municipal or other law to be paid or collected by IP or any of its Representatives by reason of the performance of the Work or the acquisition, ownership, furnishing or use of IP's materials, equipment, supplies, labor, services or other items for or in connection with the Work.
- (c) All pension, welfare, vacation, annuity and other union benefit contributions payable under or in connection with labor agreements with respect to all persons, by whomsoever employed, engaged in the Work to be performed and furnished under this Agreement and each NH PO or Service Request.

21.2 Reimbursement. In furtherance of, and in addition to the agreements, duties obligations and responsibilities of IP with respect to the payment of sales, use, personal property and other taxes set forth above and in Article 5 (Price) of this Agreement, IP agrees to reimburse and otherwise indemnify SunPower and Customer for any expenses, including legal fees and litigation arising from, or related to IP's failure to pay any sales, use, personal property or other

SunPower Corporation, Systems – Confidential

NH

taxes based upon labor, services, materials, equipment or other items acquired, performed, furnished or used for or in connection with the Work.

Article 22 – Intellectual Property Indemnity

22.1 Indemnity. IP hereby agrees to indemnify, protect and save harmless SunPower and Customer from and against any and all liability, loss or damage and to reimburse SunPower and Customer for any expenses, including legal fees and disbursements, to which SunPower and Customer may be out because of claims or litigation due to infringement or alleged infringement of any letters patent or patent rights by reason of the Work or materials, equipment or other items used by IP in its performance of the Work.

Article 23 – Assignment and Subletting

23.1 Assignment Obligations. To the fullest extent permitted by law, IP agrees that it shall not assign, sell, transfer, delegate or encumber any rights, duties, or obligations arising under this Agreement including, but not limited to, any right to receive assignment and shall not dispense with the necessity of such consent to any further or other assignments. IP shall not assign, sell, encumber or otherwise transfer its right to any monies due or to become due under this Agreement as security for any loan, financing or other indebtedness (“Assignment”) without the prior written consent of SunPower in its sole discretion and the Assignment shall not be effective as against SunPower unless and until SunPower provides such consent. IP agrees that any such Assignment shall not relieve IP of any of its agreements, duties, responsibilities or obligations under this Agreement and each NH PO or Service Request and shall not create a contractual relationship or a third party beneficiary relationship of any kind between SunPower and such assignee or transferee. IP further agrees that all of SunPower’s defenses and claims arising out of this Agreement with respect to an Assignment are reserved unless expressly waived by SunPower. IP hereby agrees to indemnify and hold harmless SunPower from and against any and all loss, cost, expense or damages SunPower and Customer has or may sustain or incur in connection with an Assignment.

Article 24 – Termination

24.1 Termination for Convenience. SunPower shall have the right at any time by written notice to IP, to terminate this Agreement or any NH PO or Service Request without cause and require IP to cease work hereunder with respect to each applicable NH PO or Service Request. In the event of such termination, IP shall be entitled to receive as its sole remedy, commercially reasonable payment for Work properly executed prior to the effective date of termination and for items properly and timely fabricated, delivered and stored, and for proven costs with respect to materials, equipment, tools, and construction equipment and machinery. In the event of such termination, IP shall not be entitled to overhead or profit on work not performed, or any other recovery.

24.2 Termination for Cause. Should SunPower terminate this Agreement and/or an individual NH PO or Service Request upon a default by IP in accordance with Article 15 (Default of IP) of this Agreement, IP shall not be entitled to receive any further payment under this Agreement or any NH PO or Service Request until the Work is wholly completed to the satisfaction of SunPower and has been accepted by SunPower at which time, (a) if the unpaid balance of the amount to be paid under this Agreement or any NH PO or Service Request shall exceed the cost and expense incurred by SunPower in completing the Work, such excess shall be paid by

SunPower Corporation, Systems – Confidential

NH

SunPower to the IP, and (b) if such cost and expense shall exceed such unpaid balance, then the IP and its surety, if any, shall pay the difference to SunPower. Such cost and expense shall include, not only the cost of completing the Work to the satisfaction of SunPower and of performing and furnishing all labor, services, materials, equipment, and other items required therefore, but also all losses, damages, costs and expenses, (including legal fees and disbursements incurred in connection with re-procurement, in defending claims arising from such default and in seeking recovery of all such cost and expense from the IP and/or its surety), and disbursements sustained, incurred or suffered by reason of or resulting from IP's default. Should SunPower take action by effectuating the provisions of this paragraph, and should it subsequently be determined that a termination effectuated by the terms of this Article and Article 15 (Default of IP) was improper, such termination shall be treated as a termination for convenience pursuant to Article 24.1 above.

Article 25 – Warranties

25.1 Warranty. IP hereby warrants the Work to the full extent provided in the NH Contract Documents NH PO, Service Request, Layout, Permit, and Design documents, and in compliance with the SLA. Specifically, the IP agrees to the following warranties:

- (a) Installation and Workmanship. IP shall warrant installation of the Installed System and expeditiously remove, replace and/or repair at its own expense and at the convenience of Customer any faulty materials or equipment (existing or discovered) related to the Installed System within ten (10) years following the Energy Start Date.

Furthermore, IP shall warrant all workmanship for the Installed System for a period of ten (10) years from Energy Start Date ("Warranty Period"). IP warrants that, under normal use and service conditions, the Installed System will conform to the requirements of this Agreement and will be free from defects in workmanship or defects in, or a breakdown of, materials or components during the Warranty Period.

- (b) Roof. IP warrants that during the installation of the Installed System if IP is required to penetrate the roof of the Customer and thereby cause damage to areas of the roof that are within a three (3) inch radius of roof penetrations, IP will repair such damage during the Roof Warranty Period (as defined below).

Roof Warranty Period - the date IP begins installation of the Installed System and run for ten (10) years following the Energy Start Date.

SunPower reserves the right to have a responsible third party troubleshoot/inspect the system after installation and during the Warranty Period. If it is determined that there is a system failure and such failure is due to defects in IP workmanship, including but not limited to incorrect design or components installed incorrectly, SunPower will notify IP via Service Request to perform necessary work to repair system in accordance with the NH SOW (Maintenance/Repair section) at no cost to SunPower. This inspection by a third party shall not constitute any exclusion or void any coverage under the warranties as described in this Article 25.

If IP does not desire to perform any work under the warranties stated above, then SunPower shall engage a responsible third party to perform such work. If upon performing such work it is discovered that faulty, defective or improper work was performed due IP's negligence

or poor workmanship, it shall be repaired or replaced at IP's sole cost and expense. Such cost and expense shall be customary and commercially reasonable.

25.2 Other Warranties. Without limiting the generality of the foregoing, IP warrants to Customer and SunPower that (a) all materials and equipment furnished by IP under this Agreement will be of first class quality and new, unless otherwise required or permitted by NH Contract Documents, as applicable (b) the Work performed pursuant to this Agreement and each NH PO or Service Request will be free from defects and (c) the Work will strictly conform with the requirements of applicable law and the NH Contract Documents. Work not conforming to such requirements, including substitutions not properly approved and authorized, shall be considered defective. All guarantees contained in this Agreement shall be in addition to and not in limitation of all other warranties or remedies required and/or arising pursuant to applicable law. Failure of IP to honor and satisfy the foregoing and any other warranties or guarantees required of IP under the NH Contract Documents shall constitute a default by IP, and shall be handled in accordance with Article 15 (Default of IP) of this Agreement.

Article 26 – Accident Prevention

26.1 Accidents. IP agrees that the prevention of accidents to workmen and property engaged upon or in the vicinity of the Work is its responsibility. IP agrees to comply with all federal, state, municipal and local laws, ordinances, rules, regulations, codes, standards, orders, notices and requirements concerning safety as shall be applicable to the Work, including, among others, the use of protective gear such as safety hooks and harnesses when working on the roof, the Federal Occupational Safety and Health Act of 1970 (OSHA), as amended, and all standards, rules, regulations and orders which have been or shall be adopted or issued thereunder, and with the safety standards established during the progress of the Work by SunPower. When so ordered, IP shall stop any part of the Work which SunPower deems unsafe until corrective measures satisfactory to SunPower have been taken, and IP agrees that it shall not have nor make any claim for damages growing out of such stoppages. Should IP neglect to take such corrective measures, SunPower may administer such corrective actions at IP's expense and deduct the cost thereof from any payments due or to become due to IP. Failure on the part of SunPower to stop unsafe practices shall in no way relieve IP of its responsibility thereof.

Upon SunPower's request, IP agrees to share with SunPower a copy of its Injuries and Illness Prevention Program (IIPP), and to abide by its safety policy at all times.

26.2 Hazardous Substances. In the event that hazardous substances of a type of which an employer is required by law to notify its employees are being used or stored on the site by IP or its Representatives, IP shall immediately provide written notice of the chemical composition thereof, including, without limitation, a copy of the applicable Material Safety Data Sheet, to SunPower in sufficient time to permit compliance with such laws by SunPower. In the event that IP encounters on the site material reasonably believed to be hazardous substances, including, without limitation, asbestos or polychlorinated biphenyl, which has not been rendered harmless, IP shall immediately stop Work in the area affected and immediately report the condition to SunPower in writing. Work in the affected area shall resume when such hazardous substances have been rendered harmless or removed as determined by SunPower in its sole and absolute discretion. To the extent of IP's responsibilities hereunder, IP does indemnify and save harmless SunPower from and against any and all loss, injury, claims, actions, proceedings,

SunPower Corporation, Systems – Confidential

NH

liability, damages, fines, penalties, cost and expenses, including legal fees and disbursements, caused or occasioned directly or indirectly by the IP in regard to such hazardous substances.

Article 27 – Liability for Damage & Personal Injury

27.1 Assumption of Liability. IP hereby assumes entire responsibility and liability for any and all damage or injury of any kind or nature whatever, including death resulting therefrom, to all persons, whether employees of any tier of IP or otherwise, and to all property caused by, resulting from, arising out of or occurring in connection with the execution of the Work, or in preparation for the Work, or any extension, modification, or amendment to the Work by change order or otherwise. Except to the extent, if any, expressly prohibited by statute and excluding from this indemnity such acts or omissions, if any, of the party indemnified for which it is not legally entitled to be indemnified by IP under applicable law, should any claims for such damage or injury, including death resulting therefrom, be made or asserted, whether or not such claims are based upon SunPower's, Prime Contractor's, or Customer's alleged active or passive negligence or participation in the wrong or upon any alleged breach of any statutory duty or obligation on the part of SunPower, Prime Contractor, or Customer, IP agrees to indemnify and hold harmless SunPower, Prime Contractor, and Customer, and respective their officers, agents, servants and employees ("Indemnitees") from and against any and all such claims and further from and against any and all loss, cost, expense, liability, damage, penalties, fines or injury, including legal fees and disbursements, that any Indemnatee may directly or indirectly sustain, suffer or incur as a result thereof and IP agrees to and does hereby assume, on behalf of Indemnitees the defense of any action at law or in equity which may be brought against any Indemnatee upon or by reason of such claims and to pay on behalf of an Indemnatee upon demand, the amount of any judgment that may be entered against such Indemnatee in any such action. In the event that any such claims, loss, cost, expense, liability, damage, penalties, fines or injury arise or are made, asserted or threatened against an Indemnatee, SunPower shall have the right to withhold from any payments due or to become due to IP an amount sufficient in its judgment to protect and indemnify Indemnitees from and against any and all such claims, loss, cost, expense, liability, damage, penalties, fines or injury, including legal fees and disbursements.

In furtherance to but not in limitation of the indemnity provisions in this Agreement, IP hereby expressly and specifically agrees that its obligation to indemnify, defend and hold harmless as provided in this Agreement shall not in any way be affected or diminished by any statutory or constitutional immunity it enjoys from suits by its own employees or from limitations of liability or recovery under worker's compensation laws.

Before commencing the Work, the insurance coverage set forth in Article 17 (Insurance and Licenses) shall be in place and maintained throughout the duration of the Agreement. Evidence of such insurance shall be provided to SunPower upon request.

Article 28 – Delivery, Title, and Risk of Loss

28.1 Responsibility Upon Receipt. IP shall accept delivery of SunPower provided equipment as stated in Article 10 (Freight Charges and Shipping) of this Agreement and acknowledges and agrees that it will be responsible for any SunPower furnished material until it has been accepted by SunPower as an Installed System.

28.2 Title. Title to SunPower provided equipment and any other balance of system material provided by the IP for the Installed System will not transfer to IP at any time.

28.3 Assumed Risk. IP assumes risk of loss and full responsibility for the cost of replacing or repairing any damage to each Installed System and all materials, equipment, and supplies used during installation, up until the earlier of such time that the system is energized or the Energy Start Date.

Article 29 – Dispute Resolution

29.1 Dispute. If a dispute arises out of or relates to this Agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions. If the dispute cannot be resolved through direct discussions, the parties shall participate in mediation under the Construction Industry Mediation Rules of the American Arbitration Association (“AAA”) before recourse to any other form of binding dispute resolution. The location of the mediation shall be San Jose, CA. Once a party files a request for mediation with the other party and with AAA, the parties agree to commence such mediation within 30 days of filing of the request. Either party may terminate the mediation at any time after the first session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution.

29.2 Continuance of Work. Unless otherwise agreed in writing, IP shall continue the Work and maintain the progress schedule during any dispute resolution proceedings. If IP continues to perform, SunPower shall continue to make payments of undisputed amounts in accordance with this Agreement. Failure by SunPower to pay any amount in dispute until resolution of such dispute shall not alleviate, diminish, or modify in any respect IP’s obligations to perform the Work and maintain the progress schedule. IP shall not have any rights of termination or suspension, and shall not cease or delay the performance of the Work, and has the unconditional obligation to perform the Work under this Agreement during the pendency of any dispute.

29.3 Limitations. Nothing in this Article 29 shall limit any rights or remedies not expressly waived by IP which IP may have under lien laws or payment bonds.

The parties agree that to the extent permitted by the NH PO or Service Request, all parties necessary to resolve a claim shall be parties to the same dispute resolution proceeding. To the extent disputes between SunPower and IP involve in whole or in part disputes between SunPower and Customer; disputes between IP and SunPower shall be decided by the same tribunal and in the same forum as disputes between SunPower and Customer.

In the event that the provisions for resolution of disputes between SunPower and Customer contained in the NH Contract Documents do not permit consolidation or joinder with disputes of third parties, such as IP, resolution of disputes between IP and SunPower involving in whole or in part disputes between SunPower and Customer shall be stayed pending conclusion of any dispute resolution proceeding between SunPower and Customer. At the conclusion of those proceedings, disputes between IP and the SunPower shall be submitted again to mediation pursuant to this Article 29.

Article 30 – Severability

30.1 Separate Provisions. In the event that any provision or any part of a provision of this Agreement shall be finally determined to be superseded, invalid, illegal or otherwise unenforceable pursuant to applicable laws by an authority having jurisdiction, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provisions or parts of provisions of this Agreement, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

Article 31 – Joint Drafting

31.1 Construction of Agreement. The parties expressly agree that this Agreement was jointly drafted, and that they both had an opportunity to negotiate terms and to obtain assistance of counsel in reviewing terms prior to execution. This Agreement shall be construed neither against nor in favor of either party, but shall be construed in a neutral manner.

Article 32 – Non-Compete

32.1 Non-Compete. IP shall not actively pursue a Customer for an opportunity upon knowledge that the Customer has already obtained a signed Customer Contract for such opportunity directly from an SPD salesperson. IP shall not at any time capitalize on an opportunity to remove desire for a SunPower system from a SunPower prospective Customer or Prime Contractor. Furthermore, any leads or referrals generated by IP while performing the Work shall be forwarded to SunPower. While fulfilling a SunPower NH PO or Service Request or other obligations, IP is strictly prohibited from canvassing the surrounding area for any marketing, lead generation, or other purposes for the benefit of IP or SunPower competitors. IP shall not provide non-co-branded advertising on-site. IP shall not post any non-SunPower branded signs, bills, or placards on the Customer premises. IP shall only use approved SunPower branded materials at Customer location. Please refer to Article 38 (Brand Use) of this Agreement and the NH PO or Service Request for further details on branding and customer communications. Non-compliance of the above shall constitute a material breach of the contract and subject to contract termination in accordance with Article 15 (Default of IP) of this Agreement.

Article 33 – Confidentiality

33.1 Definitions. As used herein, the term “Confidential Information” means all non-public information relating to SunPower’s business, affairs and products that has or could have commercial value and all information of which the unauthorized disclosure could be detrimental to the interests of SunPower, whether or not such information is identified as Confidential Information by SunPower. Confidential Information includes, without limitation, the following:

- SunPower’s product design and technical materials;
- SunPower’s trade secrets and other proprietary information of SunPower;
- SunPower’s formulas, research and development techniques, processes, trade secrets, computer programs, software, electronic codes, inventions, innovations, patents, patent applications, discoveries, improvements, data, know-how, formats, test results, and research projects;
- SunPower’s information about costs, profits, markets, sales, contracts, Customer Contracts/General Contracts and lists of Customers, and distributors, Customer data

- and leads generated from Customers;
- SunPower's business, channel program, IP price lists, IP agreements, marketing, and strategic plans;
 - SunPower's forecasts, unpublished financial information, budgets, projections, and Customer identities (both actual and potential), characteristics and agreements; and
 - SunPower's organizational charts, employee personnel files and compensation information.

33.2 Protection of Confidential Information. During the term of this Agreement and afterwards, IP shall not, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any third party any of SunPower's Confidential Information, other than for the benefit of SunPower and with the express prior written consent of SunPower. IP shall not permit any of IP's agents or employees to take any of the foregoing action.

IP shall make commercially reasonable effort to protect Confidential Information against malware, denial of service (DOS) attack, hacking, and other network security related breaches. IP acknowledges that the unauthorized use or disclosure of any of SunPower's Confidential Information would be highly prejudicial to SunPower's interests and would materially damage SunPower's business.

33.3 Delivery of Confidential Information. Upon SunPower's request (i) IP will immediately deliver to SunPower the originals and all copies of any and all materials and writings received from, created for, or belonging to SunPower which relate to or contain any of SunPower's Confidential Information, and (ii) IP will permanently delete any and all of SunPower's Confidential Information from all computers and other electronic data storage devices in IP's control (or under the control of IP's agents or employees).

Article 34 – Controlling Law

34.1 Jurisdiction. This Agreement shall be governed by the laws of the state of California, without reference to its conflicts of laws principles.

Article 35 – Consent to Jurisdiction; Attorneys' Fees

35.1 IP Consent. IP agrees that all actions arising under this Agreement or otherwise as a result of the relationship between SunPower and IP must be commenced in the state or federal court of general jurisdiction located closest to SunPower's then current principal business address, and IP irrevocably submits to the jurisdiction of those courts and waives any objection it might have to either the jurisdiction of or venue in those courts or that such courts provide an inconvenient forum. Nonetheless, IP agrees that SunPower may enforce this Agreement in the courts of the state in which IP maintains its principal business address. SUNPOWER AND IP IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER PARTY. The prevailing party in any legal proceeding, as determined by a court, shall be entitled to recover its reasonable attorneys' fees and costs.

Article 37 – IP’s Indemnification Obligations/Limitation of Liability

37.1 Indemnification. IP agrees to defend, indemnify and hold harmless SunPower and its affiliates, and their respective officers, directors, shareholders, agents and employees, as indemnities, from and against any and all claims of any kind, including suits, losses, liabilities, damages, court orders and judgments, and all associated costs and expenses, including reasonable attorneys’ fees (collectively “Claims”) incurred in connection with (a) IP’s activities under this Agreement, (b) a breach of IP’s obligations, representations or warranties under this Agreement, and (c) any acts or omissions of IP or its agents, employees or representatives. IP shall provide SunPower prompt notice of any Claims. IP’s obligations expressed in this provision shall survive the termination or expiration of this Agreement.

37.2 Limitation of Liability. In no event will SunPower be liable for injury or damage to business, profits, revenues, or goodwill of IP or for any special, indirect, punitive, consequential, or incidental damages, however caused, whether for breach of warranty, breach of contract, repudiation of contract, termination, negligence, or otherwise, even if it shall have been advised of the possibility of such damages. IP is solely responsible for all claims relating to its Work performed under this Agreement. IP’s obligations expressed in this provision shall survive the termination or expiration of this Agreement.

Article 38 – Brand Use

38.1 Approved IP Use of Brand. IP shall use SunPower’s name, trademarks, logos, and other branding elements (the “Brand Elements”) in accordance with SunPower IP Brand Guidelines which are available on the SunPower supplied website or as requested, as SunPower modifies them from time to time, and in compliance with IP’s other obligations under this Agreement. SunPower must approve in advance all of IP’s proposed uses of the Brand Elements, including in press releases and similar public communications. IP may not use any Brand Elements in any manner or on any materials that SunPower has not pre-approved or has disapproved. IP may not use, or authorize the use of, any Brand Element as part of IP’s legal business or trade name or in connection with any domain name, email address, or web site. IP acknowledges and agrees that it must obtain written approval from SunPower senior management to identify itself as a SunPower service provider. IP acknowledges and agrees that its use of the Brand Elements and any goodwill established by that use are for SunPower’s exclusive benefit and that this Agreement does not confer any goodwill or other rights or interests in the Brand Elements upon IP, other than the right to use the Brand Elements as provided in this Agreement.

Article 39 – Customer Data

39.1 Compliance and Indemnification. IP shall, and shall assist SunPower to, comply with all applicable laws and regulations regarding the collection, use and transfer of data concerning Customers and shall indemnify SunPower for and against any claim by any third party due to any act or omission by IP that causes IP, SunPower or its affiliates to be in breach or alleged breach of such laws and regulations. IP’s obligations expressed in this provision shall survive the termination or expiration of this Agreement.

Article 40 – Exhibits

40.1 List of Exhibits. The following Exhibits are incorporated by reference and made part of this Agreement:

- Exhibit A: NH Scope of Work
 - Attachment 1 – Residential Quality Standards
 - Attachment 2 – Safety Requirements
 - Attachment 3 – RMA Process
 - Attachment 4 – Installation Checklist
 - Attachment 5 – Partner Supplied Material
 - Attachment 6 – Inverter Tag
- Exhibit B: Training and Certification
- Exhibit C: Service Level Agreement (SLA) - NH
- Exhibit D: IP Required Documents for Payment
- Exhibit E: NH Pricing Schedule
- Exhibit F: NY IP Requirements (if applicable)
- Exhibit G: Reserved
- Exhibit H: TX IP Requirements (if applicable)
- Exhibit I: Reserved
- Exhibit J: Reserved

Article 41 – Notices

41.1 Notices in Writing. All notices, requests, statements or payments under this Agreement shall, unless otherwise specified herein, be made in writing and shall be deemed properly given and received if delivered in person or sent by facsimile or email, with confirmation of transmission or, in the case of email, receipt, reliable overnight courier, or sent by registered or certified mail, postage prepaid to the address of the applicable party specified under that party's signature below. Notice by confirmed facsimile or hand delivery shall be effective at the close of business on the day actually received, if received during a business day, and otherwise shall be effective at the close of the next business day. Notice by overnight United States mail or courier shall be effective on the second business day after it was sent. A party may change its addresses by providing notice of same in accordance with this section. Notices to SunPower shall comply with the requirements of this section and shall be given to such address as specified below on the Signature Page of this Agreement.

Article 42 – Term

42.1 Term of Agreement. The term of this agreement shall be one (1) year starting the Effective Date ("Initial Term"). This Agreement can be renewed in one (1) year increments for up to three (3) additional years with a 30 day prior written notice from the date of expiration.

Article 43 – Entire Agreement

43.1 Accuracy and Completeness of Agreement. This Agreement and each NH PO or Service Request constitutes the entire agreement between the parties hereto. No oral

SunPower Corporation, Systems – Confidential

NH

representations or other agreements have been made by either party except as stated in the Agreement. This Agreement supersedes all prior agreements and oral understandings among the parties hereto with respect to such matters. This Agreement may not be changed in any way except as herein provided, and no term or provision hereof may be waived by either party except in writing signed by its duly authorized officer or agent. IP acknowledges and represents that to the extent it completed and submitted to SunPower a partner application and other pre-qualification documents, that all statements therein were true, accurate and complete, and remain true, accurate and complete, and that SunPower has relied on such statements in deciding to enter into this Agreement. The marginal descriptions of any term or provision of this Agreement are for convenience only and shall not be deemed to limit, restrict or alter the content, meaning or effect thereof.

The said parties, for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of all of the terms and provisions herein contained.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their duly authorized officers or other authorized representatives as of the Effective Date. Further, by electronically signing this document, all parties are agreeing to use electronic signatures and are agreeing to being subject to the provisions of the U.S. E-SIGN Act (i.e., the Electronic Signatures in Global and National Commerce Act - ESIGN, [Pub.L. 106-229](#), 14 [Stat. 464](#), enacted June 30, 2000, [15 U.S.C. ch.96](#)).

SUNROOF ROOFING AND SOLARSignature: *Rondal Vincent*

Name: Rondal Vincent

Title: President

Address for Notices:
2021 Las Positas Court, Ste. 120
Livermore, CA 94551

SUNPOWER CORPORATION, SYSTEMSSignature: *Michele Clemente*

Email: Michele.Clemente@SunPower.com

Title: New Homes, Installation Partner Manager

Address for Notices: Legal Department
1414 Harbour Way South, Ste 1901
Richmond, CA 94804

Electrical Contractor's License No: (CA-1091526)

SunPower Corporation, Systems – Confidential

NH

Exhibit A – NH Scope of Work

A. General Requirements

1. Statement of compliance with Quality and Safety Requirements

In order to ensure quality and safety during the installation process, Installation Partner (IP) shall comply with the attached Residential Quality Standards, as shown in Attachment 1, and Safety Requirements, as shown in Attachment 2, both attached hereto.

2. On-site Code of Conduct

IP shall adhere to the following throughout the term of the Agreement:

A. Scheduling

- SunPower and IP will schedule Work during normal business hours to complete the assigned task(s).
- Due to the complexity of scheduling SunPower personnel, and/or other IPs in the proper sequence, the IP will be expected to meet such mutually agreed upon schedule.
- IP shall at all times combine multiple Work executions in the same area to keep overall workflow efficient for SunPower and any other trade partners.

B. Customer Site Protection, Clean-up, and Disposition of Material

- IP shall make commercially reasonable efforts to protect all portions of the home, avoid damaging existing materials, structures, landscaping, or improvements, and protect any installed fixtures and fittings, furnishings and property while performing Work.
- IP agrees to notify SunPower immediately if IP damages materials installed by other IPs or if other IPs damage materials installed by the IP.
- IP shall thoroughly clean-up after completing the work and after each day's work activity. If clean-up is not performed, SunPower shall coordinate such clean-up activities at IP's expense.
- At no time shall tools, materials or equipment be left in the home after each day's work activity has been completed, unless by prior written arrangements have been made with the Prime Contractor.

- IP shall ensure no ‘sunflower seeds’ or ‘tobacco chewing’ (or equivalent activities) shall occur on premises. Any such materials discovered by SunPower shall result in IP ensuring (to SunPower in writing and in action) that site has been cleaned.
- Debris shall be removed to the designated trash or recycling bins located throughout the community on a daily basis. All broken glass or liquid material shall be contained to prevent spilling onto adjacent surfaces prior to placement in trash bins.
- The IP shall leave the interior of each home in a ‘broom clean’ condition. The exterior yard shall be free of IP generated waste and trash. Cleanup by the IP shall be on a daily basis, unless prior written arrangements have been made with the Prime Contractor.
- IP shall be responsible for disposal of their related food, paper and all other trash off site or in bins provided by the Prime Contractor.
- IP is responsible for disposing of all materials per State and Federal regulations. Disposal of materials into the storm drain system may result in an immediate fine by a government agency and/or Prime Contractor. Any fines levied against SunPower or Prime Contractor for the actions of the IP will be paid within one (1) business day by the IP.
- All debris on roofs, in gutters, and around perimeter of house shall be immediately removed by IP and disposed of upon completion. Roof and gutters shall be left broom clean.
- IP agrees there shall be no eating, drinking or smoking inside homes. There will be no smoking in or around Customer premises.
- IP will only use the designated restrooms on site.
- No equipment maintenance shall be performed on site.
- Non-SunPower or Non-solar required stickers should not be applied to any surface of the home. Under no circumstances shall non-SunPower advertisements be left on premises.
- IP shall be directly responsible for any damage to buildings, concrete flatwork, existing landscaping, fencing, streets, rough and finish grade etc., which is a direct result of their operation, including diesel, gas or hydraulic spills. IP must maintain HAZMAT spill kits on site when operating equipment.
- IP shall not set toolboxes, materials or trash on finished surfaces such as countertops, vinyl or ceramic tile.
- IP is responsible for any and all damages done to structures, buildings or equipment and IP shall reimburse Customer/SunPower for the cost of repairing or replacing such damages.

C. Site Access and General Conditions

- IP agrees to install a controlled access zone around work areas to prevent people from walking under the work area.
- IP agrees that cutting of material shall not occur on finished surfaces.

- The IP agrees not to drive or park on home site(s) or driveways, unless upon prior approval of Prime Contractor.
- IP personnel shall only park in areas designated by the Community Construction Manager.
- IP acknowledges only employees and suppliers of the IP shall be allowed by IP to be on the Prime Contractor site.
- IP agrees that no loud music shall be played by IP in and around the premises or within the community.
- IP agrees to abide by all community signage.
- IP acknowledges that pets or animals of any kind will not be allowed on the site.
- IP agrees that windows will not to be used for roof access.
- IP agrees that ladders will not to be leaned against gutters without adequate protection.
- IP shall ensure that all community protocols are followed. IP shall not 'stack up' vehicles to enter/exit community, and shall not block exits at any time during entry, egress, or during idle or waiting time.

3. Communication Protocol

a. Prime Contractor Communication

IP shall, at all times, maintain highest level of professionalism and courtesy while interacting with the Prime Contractor. IP personnel shall represent SunPower and dress professionally, including SunPower branded shirts, hats, and outerwear as provided.

Specifically,

- IP shall identify the project lead (single point of contact) after receipt of PO and SunPower shall inform the Prime Contractor via e-mail or other means of such IP personnel and any other information related to the IP.
- When communicating with the Prime Contractor, IP personnel shall identify themselves, at all times, as SunPower representatives.
- IP shall coordinate key project milestones (Install dates, etc.) with the Prime Contractor.
- When necessary and as directed by SunPower, IP may communicate directly with the Prime Contractor. IP shall copy SunPower on all messages and structure e-mails using best practices:
 - No 'page color or texture' in email (plain background)
 - Do not use all caps

- Do not use slang and/or acronyms (defined industry standard acronyms may be used)
- Do not use religious or philosophy ‘taglines’ in email – environmental taglines are permissible
- Include SunPower phone number (first) then individual contact information (second)
- Any Prime Contractor escalation or issues not within the Scope of Work or PO (either on-site or pre/post installation) must be communicated to the Prime Contractor immediately. IP shall inform the Prime Contractor in a courteous and professional manner that such issues resolution will be handled by SunPower. IP shall not, at any time, engage in disputes/arguments with the Prime Contractor in such situations.
- Prime Contractor communication is critical and a key factor in overall customer satisfaction, IP shall take all commercially reasonable measures to ensure timely and appropriate Prime Contractor communication.
- IP shall not misrepresent SunPower or its commitments to the Prime Contractor at any time and follow the Code of Conduct as described above at all times while on site.

b. SunPower Communication

- All project related information – milestones, specific customer notes, etc. shall be updated promptly at the SunPower provided website/portal.
- IP shall promptly inform SunPower of any issues/escalations that cannot be resolved in a timely and courteous manner by the IP and/or is outside the Scope of Work.
- Upon SunPower’s direction the IP shall participate, as appropriate, in any Prime Contractor issue resolution
- IP shall contact SunPower as listed in the Contacts & Escalation Matrix (as described below)

c. IP Escalation Process

IP shall use commercially reasonable efforts to respond to Prime Contractor issues in accordance with the priority level indicated in the chart below, which priority level shall be reasonably determined by the Prime Contractor. IP shall ensure that problems are escalated in accordance with the chart below.

Emergency Situations – While on-site, IP shall effectively manage any emergencies and promptly engage relevant authorities (calling 911, etc.) in case of emergency events (fire, personal injury, etc.) involving IP personnel and/or Prime Contractor personnel or property. IP shall immediately inform SunPower of such event.

Priori ty	Definition	Respon se Time	Actions
Priorit y 1	Problem or issue causing critical impact to the Prime Contractor (during or after Project completion).	Within two (2) hours	IP shall promptly initiate the following procedures upon confirmation of the problem: (1) Assign a qualified install lead to correct the problem (2) Notify IP management that a Priority 1 failure has been reported and corrective action is being taken; (3) Provide SunPower with hourly reports on the status of the resolution. IP shall commit full-time resources to resolve the situation.
Priorit y 2	Problem or issue that materially affects system installation or restricts system operation (post-installation) but is not critical.	Within twenty four (24) hours	IP shall promptly initiate the following procedures upon confirmation of the problem: (1) Assign a qualified install lead to correct the problem (2) Notify IP management that a Priority 2 failure has been reported and corrective action is being taken; (3) Provide SunPower with periodic reports on the status of the resolution.

(d) Contacts & Escalation Path Information

IP shall route all Prime Contractor issues, pertinent information, and plan of action through SunPower.

IP and SunPower shall provide Contacts & Escalation Matrix of staff involved in Installation Operations and Maintenance during the Partner On-boarding process.

4. Purchase Order (PO) Process

IP shall comply with the PO process defined in Article 3 and Article 4 of the Agreement.

5. RMA Process

IP shall follow the RMA Process as set out in Attachment 3, attached hereto.

6. Time of Completion and other deliverables should be in compliance with the SLA Exhibit

All deliverables and requirements stated in this Scope of Work and in the Agreement shall be delivered in accordance with Exhibit C – Service Level Agreement - NH and any delays, extensions, and changes related to the Project time of completion shall comply with Article 9 and Article 13 of the Agreement.

7. Project Management

The IP shall provide a valid named project manager (“PM” or “Project Manager”) for each Project, who is responsible for coordination on the following activities:

- Coordination with the Prime Contractor’s Community Construction Manager and other trade partners at the community, as required.
- Prior to performance of any Work, IP will verify the Work with the Prime Contractor’s Community Construction Manager and check the construction office for any paperwork as required.
- Periodic updates to the SunPower PM and/or Account Manager (“AM” or “Account Manager”) per required schedule via email; and/or participate in scheduled meetings as necessary.
- The IP agrees to install the Work per the Installation Manuals and/or this Scope of Work (“Scope of Work”) document including any/all attachments, and request any further information needed.
- IP is to cease Work and notify SunPower immediately if SunPower supplied iPlots (“Plans”) do not match physical location or construction.
- Site Security – During the performance of Work at any/all site(s), the IP is responsible to provide appropriate measures to ensure security and protection of Work.
- IP agrees to attend inspections when requested by Sunpower, and provide adequate personnel and equipment to ensure passage of inspection.

8. Scheduling

Upon issuance of a PO to the IP, SunPower shall provide an installation schedule (“Schedule”) on a website/portal which will be updated per Exhibit C – NH SLA. IP shall start Work based on such Schedule. IP agrees to update the Schedule and provide “Promise Dates” on each scheduled task as well as “Complete Date”. Upon completion of installation, IP shall completely and accurately fill out JCO (Job Check Out) Checklist (GoGanvas) and upload to Sunpower Partner Portal website for SunPower approval. Checklists shall be uploaded to website within 3 days of installation completion.

B. Installation Requirements

Material Receipt & Delivery to Site

- **Description of Work** - IP shall accept delivery at their facility or another mutually agreed upon location of SunPower provided major equipment components necessary to install the solar energy system. IP shall ensure personnel availability to receive the equipment. IP shall comply with Article 9 and Article 16 of the Agreement.
- Deliveries from SunPower may include material for multiple activities.
- Equipment and material deliveries to the jobsite shall occur on weekdays between 7:00am to 5:00pm unless otherwise instructed in writing by the Prime Contractor's Community Construction Manager
- The IP is responsible for any required storage facilities on or off-site. If a location is not provided on site, IP agrees to provide an off-site storage facility and coordinate logistics for material delivery to the site.
- Upon request, the IP shall provide monthly count of all SunPower material stored at their facilities.
- **Deliverables**
 - o Inspection/Receipt Confirmation – Upon receipt, IP shall inspect the SunPower furnished equipment and confirm all quantities noted on the SunPower packing slip have been received in good condition. Please refer to Attachment 3 for additional information regarding the RMA process.
- **Safe Storage Requirement** – IP shall maintain, throughout the term of the Agreement, safe and environmentally controlled storage facility to store SunPower provided equipment.

System Installation Scope The matrix below shows the elements of the Work to be performed by IP. These elements will vary by community and will be identified in the NH WO supplied by SunPower.

-Field verification that iPlot North Arrow matches actual field conditions -

Module Mounting Scope

Roof mounting will vary based on the roof type, either composition shingle or tile.

Roof Mount Systems		
Item/Description	SunPower Provided Material	IP Provided Material and Work
Array Installation - Composition Shingle Roof	AC Panels, PVS6, InvisiMount Racking, Pegasus Footings	<u>Material:</u> <ul style="list-style-type: none"> - Soladeck for the electrical roof penetration. - See also "Installation Partner Supplied Material" <u>Work:</u> <ul style="list-style-type: none"> - Mount solar and connect all rooftop electrical - Perform roof penetration and pull wire through and terminate at a pre-determined location in the attic. - Coordinate and schedule with Prime Contractor, support Inspection, and submit NH Installation Checklists
Array Installation - Comp Inset on Tile Roof	AC Panels, PVS6, InvisiMount Racking, Pegasus Footings	<u>Material:</u> <ul style="list-style-type: none"> - Soladeck for the electrical roof penetration. - All materials needed for composition pad (including well flashings and composition shingle) - See also "Installation Partner Supplied Material" <u>Work:</u> <ul style="list-style-type: none"> - Mount solar and connect all rooftop electrical - Perform roof penetration and pull wire through and terminate at a pre-determined location in the attic. - Coordinate and schedule with Prime Contractor, support Inspection, and submit NH Installation Checklists - Install flashings around inset well
Array Installation - Over Tile with Quickhook	AC Panels, PVS6, InvisiMount Racking, Quickhooks	<u>Material:</u> <ul style="list-style-type: none"> - Flashings for the electrical roof penetration. M1 Sealant, 30# felt, cap nails. - See also "Installation Partner Supplied Material" <u>Work:</u> Install Quickhook, mount solar panels and connect all electrical. <ul style="list-style-type: none"> - Perform roof penetration and pull wire through and terminate at a pre-determined location in the attic. - Replace all damaged tile with new tile. - Coordinate and schedule with Prime Contractor, support Inspection and submit NH Installation Checklists
Array Installation - Over Tile with Stanchions	AC Panels, PVS6, InvisiMount Racking, -6" Quick Mount Stanchion and matching flashings (1 primary and one secondary flashing)	<u>Material:</u> <ul style="list-style-type: none"> - Flashings for the electrical roof penetration. M1 Sealant, 30# felt, cap nails. - See also "Installation Partner Supplied Material" <u>Work:</u> <ul style="list-style-type: none"> - Install and flash stanchions, mount solar panels and connect all electrical. - Perform roof penetration and pull wire through and terminate at a pre-determined location in the attic. - Replace all damaged tile with new tile. - Coordinate and schedule with Prime Contractor, support Inspection (added cost) and submit NH Installation Checklists

Roof Mounting Scope

The electrical system installation may vary based on whether it is an AC or DC Module system as well what part of the scope which the Prime Contractor may have their electrician do. The Prime Contractor split will be agreed upon based on Community or Home. This is tracked on the IP schedule per home.

	AC Systems							
	IP Rough Wire	Prime Contractor Rough Wire	IP Pre- plumb	Prime Contractor Pre- Plumb	IP Rough Wire	Prime Contractor Rough Wire	IP Pre- plumb	Prime Contractor Pre- Plumb
Electrical System Installation								
AC Rough Wire	X							
AC Pre-Plumb								
AC Wire installation after pre-plumb			X	X				
AC Trim	X	X	X	X				
DC Rough Wire								
DC Pre-Plumb								
DC Wire installation after pre-plumb								
DC Inverter								

Below are the details of the scope split between SunPower and IP for each of the associated tasks of the electrical installation listed above.

Electrical System Installation		
Item/Description	SunPower Provided Material	IP Provided Material and Work
AC or DC Wire installation after pre-plumb	Solar permit will be delivered to Prime Contractor in time for System installation. Conduits and J-boxes will be pre-installed in the home.	<u>Material:</u> - All wiring, and consumables needed for an AC or DC module System. <u>Work:</u> - Wiring to be pulled through already installed conduits and all components to be terminated.

AC Rough Wire	Solar permit delivered to Prime Contractor in time for rough wire activities	<u>Material:</u> - All wiring, conduit, j-boxes, and consumables needed for rough wiring an AC Modulesystem. <u>Work:</u> - Installation of rough wiring during the Prime Contractor
AC Pre-Plumb		<u>Material:</u> - All conduit, j-boxes, CAT5 wiring and consumables needed for an AC Module system to be pre-plumbed. <u>Work:</u> - Installation of pre-plumb during the Prime Contractor's rough wiring phase (permit should not berequired).
AC Trim	PVS Monitor	<u>Material:</u> Consumables for mounting and connecting the solar system to pre-installed wiring in the home. - Trim plates, labels, hardware and fittings. mount PVS5 and connect CAT5, CT, and power supply. <u>Work:</u> - Set and terminate equipment. Complete NH Installation Checklist as shown in Attachment 4.

Electrical System Adders

There will be additional requirements from AHJs and Prime Contractors which are in addition to the scopes of a system installation listed above. Such additional scopes will be listed on the work instructions from Sunpower and may also have additional fees due to contractor. Any such fees will be agreed to in the attached Pricing Exhibit E.

C. Maintenance/Repair Requirements

In addition to the requirements stated in the Agreement and the General Requirements stated above IP shall perform maintenance service and repair upon request from SunPower as described below.

- **Description of work** - IP shall perform Work only if a "Notice To Correct" has been generated and assigned to the IP. IP shall complete maintenance and repairs in a timely manner with an SLA of 5 business days. If the home is already occupied by a Homeowner, Sunpower will schedule directly with homeowner and provide IP the appointment time. If IP does not resolve the NTC within 5 business days, SunPower maintains the right to fix issue internally and back charge the IP at a standard rate \$150 per hour. Notification of this charge will be issued via a Debit Memo (aka "Negative Offset").
- IP shall perform repairs and/or modifications in accordance with SunPower quality and safety standards as described above.

- IP shall inspect each work area prior to repair to ensure that all necessary protection devices are in place and properly installed. All work area surfaces shall be free of foreign objects. Any discrepancies shall be communicated to SunPower.
- IP shall immediately notify SunPower of area where damage occurs due to IP's actions which directly or indirectly alters the integrity of the installed inverter(s), electrical connections, installed modules or damage to Customer property.
- IP agrees to perform a performance evaluation of the repaired and/or replaced system once the installation is complete, in accordance with SunPower standards and requirements.
- Upon quality inspection, commissioning, or other visit, if it is determined by SunPower that a failure/issue is due to faulty workmanship of the IP, SunPower reserves the right to fix any and all electrical deficiencies accessible from the ground. This includes but is not limited to CT Clamp installation, AC Disco wiring, etc. SunPower reserves the right to issue Debit Memos for this work at a rate of \$150/hr. Upon such issuance, SunPower agrees to assume warranty of performed workmanship. SunPower will provide documentation showing original work deficiency as well as describe corrected work.
- **Deliverables**
 - All maintenance/service-related documentation (completed repairs per the Service Request/Notice To Correct, photos, updated as-built drawings, etc.) shall be completed by the IP and returned to SunPower within two (2) business days of completion of the repair activity.
- **Method of Delivery** - IP shall deliver the documents listed above via e-mail to the SunPower contact listed on the Service Request/Notice To Correct.

Contractor Supplied Material	
Item Description	
ELECTRICAL (AS NEEDED)	
LUG, LAY-IN, CPR, TIN, 4-14	
DISCONNECT, AC, LOAD-BREAK, 30A	
ASSY, ENCLOSURE, UL50 TYPE 3R, SOLADECK, 0786-3R	
CORD GRIP, 1/2", 3 HOLE, LIQUID TIGHT,	
GROMMET, 1.25OD, .828ID, EPDM	
ASSY, CABLE, JUMPER, MC, 10 AWG, 20'	
ASSY, CABLE, JUMPER, MC, 10 AWG, 10'	
ASSY, CABLE, JUMPER, MC, 10 AWG, 5'	
CONTACTOR, AC OPER, SIZE 1, 120V, 2NO+2NC	
ASSY, CABLE, JUMPER, MC4 SKT/MC4 PIN, KRIS-TECH 10T37-RHW/USE058-BK-2000, UL, 10AWG, 5 FT	
ASSY, CABLE, JUMPER, MC4 SKT/MC4 PIN, KRIS-TECH 10T37-RHW/USE058-BK-2000, UL, 10AWG, 10 FT	
ASSY, CABLE, JUMPER, MC4 SKT/MC4 PIN, KRIS-TECH 10T37-RHW/USE058-BK-2000, UL, 10AWG, 20 FT	
CLIP, CABLE, ACME (1507-336)	
Grounding Screw:	
Grounding Nut:	
ROOFING ATTACHMENT (AS NEEDED)	
COMPOSITION SHINGLE (TO COVER ENTIRE FOOTPRINT OF THE ARRAY FOR INSET JOBS)	
ADHESIVE, SEALANT, HIGH-GRADE POLYURATHANE, GRAY, RAINBUSTER 850	
MALLEABLE, ROOF, MEMBANE, 11"	

SunPower Supplied Material	
Part Number	Item Description
539727	PVM, SPR-X21-350-BLK-E-AC, AR-H1 M5 B2 L 166A
529027	MONITORING SYSTEM, R&C, PVS6, 100-240VAC, US
532173	KIT, METERING, CONSUMPTION, PVS6, UL LISTED
534278	KIT, NON-REVENUE GRADE METERING CT, PRODUCTION, PVS OUTDOOR
511171	RAIL, INVISIMOUNT, EXTRUSION, 3280MM
510088	KIT, SPLICE, SCREWS, INVISIMOUNT
506608	ASSY, MID CLAMP, INVISIMOUNT
518636	ASSY, END CLAMP, WEDGE, INVISIMOUNT
519111	MODULE ROW SPACER, INVISIMOUNT
508012	ASSY, GROUNDING, RAIL, INVISIMOUNT
514902	LUG, LAY-IN, GROUNDING, WILEY, .266 MOUNTING HOLE,
513473	ASSY, CLIP, GROUNDING, ROW, INVISIMOUNT
534871	ROOF ATTACHMENT, TILE, QBASE, 6IN. POST, 18X18 FLASHING, QUICKMOUNT
531967	CLIP, FRAME, CABLE MANAGEMENT, 0 DEGREE, ENPHASE, E
531968	CLIP, FRAME, CABLE MANAGEMENT, 90 DEGREE, ENPHASE,
531539	CLIP, RAIL, CABLE MANAGEMENT, ENPHASE, INVISIMOUNT
519010	KIT, TILE ROOF, QUICK HOOK, QMHLS-SP
509226	KIT, L-FOOT, INVISIMOUNT, BLACK
531766	ROOF ATTACHMENT, RAFTER, COMP SHINGLE, PEGASUS
544319	ROOF ATTACHMENT, OPEN SLOT, COMP SHINGLE, PEGASUS, BLACK
530308	ASSY, PAN, MAIN, ONE-ROOF
530309	ASSY, FLASHING, LEFT, ONE-ROOF
530310	ASSY, FLASHING, TOP, ONE-ROOF
530311	ASSY, FLASHING, RIGHT, ONE-ROOF
530312	CLOSURE CAP, PAN RIB, ONE-ROOF
535484	UNDERLAYMENT, CLASS A FIRE RATED, VERSASHIELD, ONE-ROOF
530313	SCREW, #12, HEX HEAD, EPDM WASHER, SFS, ONE-ROOF
530314	SCREW, #12 x 1, HEX HEAD, EPDM WASHER, SFS, ONE-ROOF
530315	LUG, GROUNDING, ILSCO, ONE-ROOF
530166	JUNCTION BOX, ROOF TRANSITION, ONEROOF
536630	ASSEMBLY, ESS, SUNVAULT, V1.2 BASE PREASSEMBLED SV-BASE13-12-A
537682	SUNVAULT, HUB+, NEMA 3R, SURFACE MOUNT, WITH PV RELAY
535787	KIT, ACCESSORY, EQUINOX, CURRENT TRANSFORMER (CT), EXTENSION, CONSUMPTION, 25' (6.35M)
537501	KIT, ACCESSORY CABLES, SV-ENERGY13-12-A/B
535795	KIT, ACCESSORY, EQUINOX, STORAGE, HUB+, RPO SWITCH CABLE, EXTENSION, 100' (30.5M)
535789	KIT, ACCESSORY, EQUINOX, CURRENT TRANSFORMER (CT), EXTENSION, PRODUCTION, 100' (30.5m)
537443	KIT, ACCESSORY CABLES, HUB+ TO ESS, SUNVAULT, 40' RACEWAY/45' CABLE LENGTHS
537477	KIT, ACCESSORY CABLES, SV-BASE13-12-A/B
534983	BATTERY PACK, 6.5KWH 48V, V1.2, EQUINOX STORAGE
538799	ASSEMBLY, SUNVAULT, ENCLOSED RPO SWITCH W/ INDICATOR, 25' CABLE
530168	JUNCTION BOX ROOF TRANSITION COMP S
531573	AC CABLE, ENPHASE, 2M PITCH, EQUINOX
531702	AC CONNECTOR, FIELD-MADE, MALE, ENPHASE, EQUINOX
531575	AC CONNECTOR, FIELD-MADE, FEMALE CONNECTOR, ENPHASE, EQUINOX
531576	AC DISCONNECT TOOL, ENPHASE, EQUINOX
531577	AC SEALING CAP, FEMALE, ENPHASE, EQUINOX
531578	AC TERMINATOR CAP, ENPHASE, EQUINOX

Exhibit B – NH Training and Certifications

Installation

IP shall maintain Industry recognized certification of personnel performing installation work for SunPower Projects. IP shall ensure that at a minimum, one (1) person in a supervisory role is present at each SunPower on-site installation and is certified by attending the SunPower training classes listed below and passing the certification exam. The total number of personnel to be trained will depend upon number of IP site crews and on-site supervisory personnel assigned to SunPower Projects:

Training Course	Duration (days)	Price/Person
New Homes Installation Best Practices	1	\$0

In addition, recertification of the above training for Installation is required on an annual basis by taking the recertification exam online.

IP shall obtain the above certifications within 90 calendar days of the Effective Date of the Agreement and maintain such certifications throughout the Term of this Agreement.

SunPower may, at its sole discretion, accept other industry certifications (e.g. NABCEP, SEI, UL) (verifiable evidence of such certifications shall be provided by the IP) that the IP may have obtained and may grant permission to fulfill certain NH POs on an interim basis. IP shall still be required to obtain the above certifications. Any adjustments as to the number of personnel and required courses shall be made at SunPower's sole discretion.

Specific dates, sites, and scheduling information are available on the SunPower supplied website or by contacting your designated Installation Partner Manager (IPM). IP shall obtain these certifications at their own expense. Marketing Resource Center funds or special discounts may be available for these courses, please contact your IPM for further details.

Exhibit C – NH Service Level Agreement (SLA)

A. Installation

IP shall perform Work under each New Home Purchase Order (NH PO) in accordance with the following service level commitments:

1. Schedule Update Period – IP shall commit to informing SunPower of installation timeline and completing all tasks per the mutually agreed upon Schedule, as defined in Exhibit A – Scope of Work, attached hereto and provided on the SunPower website. IP shall update such Schedule, based upon Prime Contractor feedback, at least once a week, 98% of the time.

2. Overall Prime Contractor/Trade experience - as determined by SunPower provided Customer Satisfaction (CSAT) Score

SunPower conducts periodic customer satisfaction surveys to obtain feedback from the Prime Contractors (builder partners). This survey includes questions related to Installation Partner performance such as meeting customer expectations, professionalism while on-site, quality, etc.

CSAT score is measured on a scale of 0-10. IP shall obtain a CSAT score of “7” or above in a given quarter.

Note: Survey questions will be provided to IP during Partner On-boarding and may be modified to better understand customer experience. SunPower shall promptly notify IP of such changes, as applicable.

3. Chronic Install Quality Service Level - If for reasons other than caused by Prime Contractor Schedule or other third parties, it is determined by SunPower, through site inspections and other means, that IP install quality does not meet the SunPower and/or industry quality standards for more than three (3) installs in a calendar month, such event will be deemed as a ‘Chronic Install Quality’ event.

Upon occurrence of such event(s) SunPower shall have the right to direct the IP to stop work, terminate the Agreement and Exclusivity provision, and subcontract any remaining work or re-work of sub-standard work to other IPs or third parties, as appropriate. SunPower shall also have the right to withhold any payments due to IP subject to the terms of this Agreement.

B. Maintenance/Repair

1. Initial Service Repair and Resolution Time (Minor repairs that do not require major equipment replacement and/or extended lead time) – IP shall conduct maintenance and

service repair, including a visit to site, within five (5) business days of accepting the Notice To Correct at least 95% of the time, unless the delay is due to Customer unavailability, which shall be promptly communicated to SunPower.

2. Total Service Repair and Resolution Time (includes Major repairs that require replacement equipment shipment and extended lead time) – IP shall conduct maintenance and service repair, including a visit to site, within fifteen (15) business days of accepting the Service Request, at least 95% of the time (unless the delay is due to Customer unavailability, which shall be promptly communicated to SunPower).

Reporting and Monthly/Quarterly Reviews

The reports measuring the above mentioned SLAs shall be made available to IP, or shared through SunPower designated website, no later than sixty (60) days after the Effective Date of the Agreement. SunPower shall deliver such reports to IP on a monthly basis thereafter. Both parties agree to set up a mutually agreeable time to discuss the monthly reports. The parties agree to review the monthly reports for the above SLAs and take corrective action, as required, to resolve issues/problems.

In addition, SunPower will conduct Quarterly Business Reviews (QBRs) with IP to present SLA results and provide feedback on partner account management, partner processes, and quality related aspects of the business. In addition, the QBR will focus on corrective actions, improved customer satisfaction, future business and opportunities, and strengthening our relationship.

SLA Disputes

IP shall have the option to measure the above SLAs using their own methods and tools. In the event that SunPower finds a discrepancy between its measurements and IP's measurements, SunPower shall notify IP as soon as administratively possible. The parties shall thereafter work together in good faith to attempt to resolve the discrepancy within ten (10) business days following notification. In the event any discrepancy is not resolved within such 10 day period, either party may, upon written notice to the other party, escalate the discrepancy to a senior management representative of each party, at a level of Sr. Director/Vice President or above for resolution. Within a ten (10) business day period following receipt of such notice, the senior management representatives of each Party shall discuss the discrepancy at a mutually convenient time and location, or via conference call, and work together in good faith to attempt to resolve the discrepancy.

SunPower Remedies

All of the SLAs set forth in this agreement will be tracked and SunPower will be entitled to take corrective action, including, but not limited to removal from the program.

Exhibit D – NH Required Documents for Payment

IP shall provide the following documents via the SunPower provided website or other SunPower designated tool(s) in order for SunPower to process payments. SunPower will provide samples, Job Aids, and other details on completing/filing these documents during the Partner Onboarding process:

Customer Type	Document Name/Description	Required for Payment
NH	(Cash and Lease)	
	Pre-Rough/Rough	
	1. Update Salesforce (or other) with Actual completion date	
	Trim	
	1. Update Salesforce (or other) with Actual completion date	
	2. Conditional Final Lien Waiver	
	3. Approved Installation Checklist	

Exhibit E2 - NH Pricing Schedule

Item/Description	Per Module or Per Lot	Sunroof Roofing & Solar
AC Rough Wire	Per Lot	\$600
Over Comp Shingle Roof	Per Module	\$160
Over Tile Roof	Per Module	\$240
Over Comp Inset on Tile Roof (IP provides the inset)	Per Module	\$265
Over Flat Roof (Stanchions Provided by IP)	Per Module	\$200
Flat Roof Tilt Up	Per Lot	\$0
Steep roof over 7:12 adder	Per Lot	\$250
3+ Story Roof adder	Per Lot	\$300
Distance adder (80 Miles)	Per Lot	\$250
SunVault ESS	Per Lot	\$2,350



Residential Quality Standards

Solar Array

Roof Mounts

- ❑ Shingles in array area secure and free from damage
- ❑ Mounting penetrations adequately sealed and flashed correctly (IBC 1503.2, IRC M2301.2.7)
- ❑ Electrical penetrations adequately sealed and flashed correctly (IBC 1503.2, IRC M2301.2.7)
- ❑ Lag screws secured into rafters, not just roof decking, no rafter splitting
- ❑ Mounting components attached to building or other structure while respecting all mechanical limitations of the product and per mechanical design documentation
- ❑ Roof attachment assembly (lag, washers, gaskets, etc) properly assembled

Mounting

- ❑ Max rail spacing and cantilever installed per mechanical design documentation
- ❑ Mounting rails bonded together and connected to equipment grounding conductor
- ❑ Module frames aligned and spaced evenly horizontally and vertically
- ❑ Module mounting clips tightened to proper torque
- ❑ All mounting racks securely fastened to the roof attachments to proper torque
- ❑ Rails positioned to attach to modules per the module safety and installation instructions
- ❑ Rail ends of equal length and overhang from end clamps meet minimum OEM specifications

Array

- ❑ Module to module quick connects fully engaged with no gaps
- ❑ Homerun quick connects properly constructed and crimped per OEM instructions
- ❑ Module interconnect conductors/AC cables secured above roof surface
- ❑ Module frames grounded to each other according to the module safety and installation instructions
- ❑ Grounding hardware (lugs, WEEB type washers, etc.) properly installed per equipment listing
- ❑ Homerun conductors/AC cables outdoor/UV rated per 690.31
- ❑ For ungrounded dc systems, PV wire installed on exposed PV source circuits per 690.35(D)
- ❑ Array conductors protected from sharp objects and sharp bends
- ❑ All modules and mounting hardware and other non-current carrying metallic parts grounded using listed parts and stainless steel hardware [NEC 690.43] and adequately sized [NEC 690.45]
- ❑ Array conductors managed tightly under array with no conductor coming into contact with roof.
- ❑ Stainless steel clips used as primary wire management method
- ❑ Stickers removed from module frames.
- ❑ For AC Modules, all end caps installed at the end of each circuit.

Roof Transition (junction) Box

- ❑ Located under array
- ❑ Conductor connections are properly installed using approved connectors
- ❑ If DC system is grounded, grounded conductor is marked with white tape or has white insulation
- ❑ All strings clearly labeled with string number and polarity of conductor

- ❑ Correct polarity and color for conductors leaving array junction box
- ❑ Correct Insulation Type (THWN-2) for conductors leaving array junction box
- ❑ Correct wire gauge used for ampacity (NEC 310 and 690.8) and voltage drop(<1%)
- ❑ Array junction box conductor fittings provide strain relief (pull-out test)
- ❑ Array junction box cover secured, all holes closed
- ❑ Array conductors and conduits secured above roofing surface
- ❑ Each string of modules checked for voltage with test leads
- ❑ Approved, low profile transition box used (Soladeck or similar)
- ❑ Transition box installed and electrical penetration flashed correctly (IBC 1503.2, IRC M2301.2.7)
- ❑ Open Circuit Voltage and polarity at expected values based on design.
- ❑ Transition box grounded per NEC 690.43 and 690.45
- ❑ Array conductors provided with strain relief and properly sealed when transitioning from the array
- ❑ Transition box rated for its location and electrical conditions present

DC/AC Circuit to Inverter

Wire Run

- ❑ All conductors clearly labeled at junction box, disconnect, and inverter and properly color coded
- ❑ Wire insulation rating appropriate for heat (90°C, THHN indoors, THWN-2 outdoors or equivalent)
- ❑ DC Conductors from array are contained in metal raceway from point of building penetration to disconnect (NEC 690.31E)
- ❑ Conduits properly supported per NEC and appropriate type for location
- ❑ Conduit properly sized for conductor number and type
- ❑ Correct wire gauge used for ampacity (NEC 310 and 690.8) and voltage drop(<1%)
- ❑ Conduit runs securely fastened in place and properly supported per NEC
- ❑ Conduit aesthetically installed with neat bends and all conduit bodies of high quality
- ❑ Conduit straps secure and installed with appropriate hardware with a firm hold
- ❑ All conduit labeled per 690.31
- ❑ Conduit routing beneath roofs installed per 690.31(E)(1)

DC Disconnect

- ❑ Disconnect is rated for its location and electrical specifications
- ❑ Conductors from array connects to LINE side (if external disconnect)
- ❑ Polarity of strings matches terminal block labels
- ❑ Grounded conductors not switched or fused
- ❑ Grounded conductors are white or grey (insulation color)
- ❑ Ungrounded conductors are NOT white, grey or green (insulation color)
- ❑ Ungrounded conductors switched and fused (if applicable)
- ❑ Properly labeled per NEC requirements (NEC 690.14, 690.17 and 690.53)
- ❑ Conduit & enclosure grounded
- ❑ Conduit properly supported
- ❑ All terminals torqued to OEM listed specifications

- ❑ DC string Fuses installed operational and rated for the appropriate voltage and current
- ❑ Open Circuit Voltage and polarity at expected values based on design.

Inverter

- ❑ Proper clearance distances on bottom, in front, and above per NEC 110
- ❑ Proper clearance distances on bottom, in front, and above per OEM specifications
- ❑ Exterior mounting not in direct sunlight
- ❑ Mounting is level and secure to the wall or structure
- ❑ Conduit Properly Supported
- ❑ DC conductors properly wired (grounded and ungrounded)
- ❑ AC conductors properly wired (Line 1, 2, neutral and ground)
- ❑ Proper torque settings at terminals per OEM specifications
- ❑ Equipment ground continuity from inverter to main service panel
- ❑ DC System GEC (min #8 AWG) is continuous and unbroken to building grounding system.
- ❑ Inverter GFD fuse is installed, operational and rated for the appropriate voltage and current (1A) (GI inverters only)
- ❑ Inverter grounding configuration matches DC wiring.
- ❑ Open Circuit voltage and polarity at expected values based on design.
- ❑ Voltage to ground on DC conductors at expected levels for no ground fault
- ❑ EGC landed in correct terminal in inverter

AC Circuit to Main Service Panel

AC Wire Run

- ❑ Conductors properly color coded (NEC 200.6, NEC 250.119)
- ❑ Wire insulation type and rating appropriate for location
- ❑ Conductors from array are contained in metal raceway from point of building penetration to disconnect (NEC 690.31E)
- ❑ Conduits properly supported per NEC and appropriate type for location
- ❑ Conduit properly sized for conductor number and type
- ❑ Correct wire gauge used for ampacity (NEC 310) and voltage drop (<1%)
- ❑ Conduit aesthetically installed with neat bends and all conduit bodies of high quality
- ❑ Conduit straps secure and installed with appropriate hardware with a firm hold
- ❑ If combining inverter outputs in a combiner panel, wire is properly sized for ampacity and voltage drop.

AC Disconnect

- ❑ Disconnect is rated for its location and electrical specifications
- ❑ Conductors from utility connect to LINE side (if external disconnect)
- ❑ Grounded conductors not switched or fused
- ❑ Ungrounded conductors switched and fused
- ❑ Properly labeled per NEC requirements (NEC 690.14, 690.17 and 690.53)
- ❑ Conduit & enclosure grounded
- ❑ Conduit properly supported

- All terminals torqued to OEM listed specifications
- If installed on a supply side interconnection circuit, fuses installed per NEC
- Accessible and located adjacent to utility meter per local requirements or for SunPower leased systems

Main Electrical Service Panel (or subpanel)

- Panel main breaker large enough to allow solar breaker (120% NEC rule 705.12(D))
- Solar breaker is sized according to the inverter's continuous maximum current output x 125%
- Solar breaker identified on panel inside cover
- Attach permanent plaque that lists AC voltage, maximum AC current of inverter(s)
- L1, L2, Neutral, and Ground all terminated in appropriate locations
- Conduit & enclosure grounded

Monitoring System (PVS Unit)

- Conduit to external box has been done neatly, all connections firm,
- Power source has a dedicated 240V/15 or 20A breaker
- No CAT 5 cable in the same conduit as other conductors
- CTs installed on conductors that capture all consumption of home
- CT phase location matches power breaker phases at terminals in PVS-5
- Install knockout seals for unused knockout holes

Overall Job Cleanliness and Aesthetics

- Installation matches design documents and specifications (on site plan, 1-line)
- Module glass is clean of all fingerprints, dirt or dust
- Conduits and cables are neatly run and are hidden or routed to minimize visibility
- Jobsite is clean of all debris, materials, tools, equipment, food, documents



Safety Requirements

SunPower Direct (SPD) & New Homes (NH)

Included Attachments:

- a. EHS&S Requirements Checklist*
- b. Project Specific Safety Plan Template*
- c. Emergency Action Plan Template*
- d. Job Hazard Analysis Blank Template*
 - i. Heat Stress JHA*
 - ii. Roof Panel Install JHA*
- e. Excavation Permit*
- f. Hot Work Permit*
- g. EHS&S Orientation Requirements*
- h. Incident Report Form*
- i. Witness Statement Form*
- j. General Equipment Inspection Form*
- k. Plan of the Day Form*
- l. Jobsite Inspection Form(not included, to be provided by the IP)*

(Please note that the attachments referenced above and in this document will be provided during Partner On-boarding)

Installation Partner (IP) Safety Program

IP acknowledges that it has read and understands any and all requirements set forth in the SPD Contract Documents/NH Contract Documents. IP will comply, and ensure that anyone for whom IP is responsible, including, without limitation, vendors, IP, suppliers and material persons of any tier and their respective employees, workers, laborers or agents, comply, with all SunPower (SP) mandated safety requirements. In the event of a conflict between SunPower's mandated safety requirements and the SPD Contract Documents/NH Contract Documents, Federal, State, Local regulations the more stringent shall take precedence and govern. IP acknowledges that this document is not an all-inclusive listing of all of IP's obligations with regard to health and safety and IP agrees and warrants that it shall comply with all federal, state, municipal and local laws, ordinances, codes, rules, regulations, standards, orders, notices and requirements, including but not limited to those relating to safety whether or not provided for by the Plans and Specifications or other SPD Contract Documents/NH Contract Documents, without additional charge or expense to SunPower and shall also be responsible for and correct, at its own cost and expense, any violations thereof resulting from or in connection with the performance of its Work. IP shall at any time upon demand furnish such proof as SunPower may require showing such compliance and the correction of such violations. IP agrees to save harmless and indemnify SunPower from and against any and all loss, injury, claims, actions, proceedings, liability, damages, fines, penalties, costs and expenses, including legal fees and disbursements, caused or occasioned directly or indirectly by IP failure to comply with any of said laws, ordinances, rules, regulations, standards, orders, notices or requirements or to correct such violations therefore resulting from or in connection with the performance of Work.

SunPower Environmental Health Services & Sustainability (EHS&S) requirements include, but are not necessarily limited to, the items listed below:

1. **Overview:** The objective of these requirements is to reinforce the belief that people are our most valued assets and their safety shall receive top priority in the day-to-day decision making process. IP acknowledges that health and safety is a top priority and that everyone has the right to go home Incident and Injury Free. Accordingly, IP must ensure a safe work environment for all workers and the surrounding public.
2. **Best Practices:** This Safety Requirements document is used for the sharing of knowledge/lessons learned and shall be followed as close as possible to achieve desired safe outcome
3. **Pre-Qualifications:** A prequalification and rating process, including assessment of health and safety capabilities, shall be employed to assist in the pre-qualification of all IPs prior to performing work on a project. This program requires for our IP to provide a general profile of safety information. IP will be able to complete this process for consideration for a future project. General profile and safety information will be required to be updated on an annual basis. Only once the IP is approved by SP EHS&S may they be employed for a SP project. In circumstances where a IP should fail to meet the safety pre-qualification evaluation process, and if they hold a certain specialty service that is unique to the scope of work and there is no other IP as an alternative, prior to their appointment to the project, a plan of improvement along with control measures must be formally approved with both the project team member and the SP EHS&S Manager prior to their appointment.
4. **Pre-Construction EHS&S Meeting/Orientation:** IP field management team members, prior to starting work on a SP project shall attend a mandatory meeting which will detail the EHS&S requirements and systems of work they will adopt while performing work on a project. Additional/replacement key team members shall schedule/attend meeting/orientation prior to performing work on a SP project.
5. **EHS&S Requirements Checklist:** The EHS&S Project Requirements Checklist (Attachment a), comprised of a twenty-two (22) items, must be completed, submitted to/reviewed by SP EHS&S within the dates specified to assure timely project start.
6. **IP EHS&S Handbook:** IP's Project Specific EHS&S Program to be developed/submitted for review/comment two (2) weeks prior to start of work onsite. IP shall use this document and related Attachments as a guideline to address how the different aspects of the EHS&S plan are achieved, modify the following to fit the specific needs and requirements of the IP scope of work and in developing the IP EHS&S Project Specific Plan.
7. **Project Specific Safety Plan/Emergency Action Plan:** Both the Project Specific Safety Plan (Attachment b) and the Emergency Action Plan (Attachment c) shall be completed and submitted to SP for review two weeks following award of the contract but in any event, no later than two weeks prior to the commencement of the Project. SP may require submission of this plan sooner in its sole discretion with regard to work that SP considers being high risk.
 - i. This plan shall supplement existing IP's written safety programs and focus on Site Specific Safety elements associated with the IP's Work (i.e.: Written Hazard Communication Program, Blood Borne Pathogen Program, Disciplinary Action Program, Emergency Contact List, Maps to Hospitals and Clinics, Drug & Alcohol Program, Emergency Response/Action Plan, Training Records/Certifications for all Operators performing tasks, Current OSHA 300/300A Logs, SDS for all Materials/Compounds brought to the site, List of Competent Person(s) as required by OSHA and Designated IP's Safety Representative – OSHA 30, three (3) years PV safety experience – safety representative ratio 50:1).

8. **Twice Weekly Project Safety Inspection:** The SP EHS&S Twice Weekly Project Safety Inspection (Attachment I) should be completed for each site under start-up/construction/close-out where a potential hazard to a worker, owner, and/or member of the public exists. The inspection must reflect the levels of compliance on the site and must be performed (twice a week per site) and submitted (by the next calendar day) to SP EHS&S. Corrective action is to be closed out on the original inspection form and submitted back to SP EHS&S prior to the next inspection. Any deviations to this practice must be communicated to EHS&S immediately.
9. **Weekly Coordination Meeting:** The SP EHS&S Weekly IP coordination meetings (unless activity is minimal and low risk) should be held with all relevant IP to review environment, health and safety performance, Job Hazard Analysis (JHAs), Permit to Work (PTW) compliance and to plan and coordinate future works. Weekly coordination meetings will review EHS&S compliance and set improvement goal timelines for the swift implementation/remedy/close-out of any EHS&S outstanding item/s.
- 10 **Worker Safety Orientation:** All employees of the IP and their suppliers, material persons and vendors must attend the site orientation (Attachment g) before commencing work on site. A hard hat sticker or other means of identification will be issued to the worker to indicate successful completion of the project-specific orientation. Worker orientation shall be provided in alternate language in the event any of the workers are not fluent in English.
11. **Daily (Pre-Shift) "Stretch and Flex":** The IP shall hold a daily (pre-shift) Stretch and Flex with all workers on site. This is to allow our "Industrial Athletes" to ready their bodies for the work to be performed. This is an opportunity to make sure all workers are "fit for work" and prepared for the movements their bodies will be required to make.
12. **Disciplinary Program:**
- i. SP reserves the right to remove any worker at any time.
 - ii. SP reserves the right to remove any worker at any time in its sole discretion in the event such worker violates any health and safety policy, procedure or requirement, including, but not limited to, the following issues for which SP has a zero tolerance policy:
 - i. Confined space requirements
 - ii. Lock-out, tag-out requirements
 - iii. Harassment of any kind
 - iv. Possession of Firearms
 - v. No Smoking Policy
 - vi. Alcohol or Drug Use
 - vii. Falls Prevention Infractions
 - viii. Security Infractions
 - ix. Violence in the Workplace
 - x. Tampering or Destroying any Critical Fire Safety Equipment
13. **Drug and Alcohol Policy:** All SP project sites, offices and trailers are designated as drug & alcohol free. Any worker consuming alcohol or illegal drugs on the Project or found under the influence of alcohol and or such drugs will be removed from the Project. A drug test may be requested of any worker at any time at SP's sole discretion and at IP's expense. Post-Accident drug test is required.
14. **EHS&S Hierarchy of Controls:** The IP shall select means and methods to mitigate worker exposure to workplace hazards using the Hierarchy of Controls as specified in the American National Standards Institute (ANSI) Z10-2005 Occupational Health and Safety Management Systems. The IP shall make a good faith effort to analyze each hazard and identify the appropriate control(s) using the following hierarchy:
1. Elimination or substitution of the hazards where feasible and appropriate
 2. Use of engineering controls where feasible and appropriate
 3. Application of work practices and administrative controls that limit worker exposures
 4. Provision and use of personal protective equipment
15. **Incident Reporting and Root Cause Analysis Requirements:** IP agrees that the prevention of accidents to workmen and property engaged upon or in the vicinity of the Work is its responsibility. IP agrees to comply with all federal, state, municipal and local laws, ordinances, rules, regulations, codes, standards, orders, notices and requirements concerning safety as shall be applicable to the Work, including, among others, the use of protective gears such as safety hooks and harnesses when working on the roof, the Federal Occupational Safety and Health Act of 1970, as amended, and all standards, rules, regulations and orders which have been or shall be adopted or issued thereunder, and with the safety standards established during the progress of the Work by SunPower. When so ordered, IP shall stop any part of the Work which SunPower deems unsafe until corrective measures satisfactory to SunPower have been taken, and IP agrees that it shall not have nor make any claim for damages growing out of such stoppages. Should IP neglect to take such

corrective measures, SunPower may do so at the cost and expense of IP and may deduct the cost thereof from any payments due or to become due to IP. Failure on the part of SunPower to stop unsafe practices shall in no way relieve IP of its responsibility therefore.

IP shall report all first aid incidents, injuries, near misses and/or property damage to SP's CM and EHS&S Manager as soon as possible following the event (by the end of the work day) and submit at a minimum an initial incident report (Attachment h), including witness statements (Attachment i) to SP within 24 hours of the incident. The 1st Medical report is to be submitted to SP prior to the injuries worker returning to work, with or without restrictive duty. All follow up medical appointments and corresponding medical status updates, shall be submitted to SP prior to worker returning to work. A root cause analysis (RCA) may be performed and will require IP/IP's management to attend and participate in the RCA investigation. Any corrective actions required following the RCA investigation must be immediately implemented by the IP.

16. **Job Hazard Analysis (JHA):** The IP shall complete a Job Hazard Analysis for each task to be performed (Attachment d, di, and dii) (Per U.S. Department of Labor Occupational Safety and Health Administration OSHA 3071 2002 (Revised)). JHAs shall outline in detail, the job steps, operations or sequence involved in performing the work and potential hazards and risks associated with them. JHAs shall reference the equipment used and any associated inspections, calibrations, registration, maintenance or testing of the equipment. Details of safety inspections and emergency procedures shall be outlined.
17. **Plan of the Day (POD):** The IP shall complete a daily Plan of the Day (POD) (Attachment k) before work begins for each task. A POD form has been provided to this attachment and shall identify the task being performed, the steps, hazards, mitigations required and/or reference to current JHA's used on the job.
18. **Safety Notices / Violations:** IP acknowledges that SP has the authority to issue safety deficiency notices. IP shall correct any conditions or acts identified in these notices promptly. In the event the IP fails to respond or correct any violation, SP reserves the right to take any necessary action and the costs of such actions shall be the responsibility of the IP in accordance with the terms and conditions of the contract.
19. **Weekly Safety Toolbox Talks:** The IP shall conduct and document a weekly safety toolbox talk. The toolbox talk shall be relevant to the IP's Work and includes applicable PODs or JHAs for the week's work.
20. **Safety Policies**
Aerial/Scissor Lifts:
 1. Aerial/Scissor Lifts will be assessed by IP for use including, without limitation:
 - i. Equipment shall be designed and operated in accordance with all applicable standards, including OSHA, ANSI, and Manufacturer's Guidelines.
 - ii. The IP shall perform Aerial/Scissor Lift inspections daily per ANSI and keep/provide inspection records for review.
 - iii. Equipment shall not be modified without the IP obtaining written approval from the manufacturer.
 - iv. All operators of elevating work platforms must have a competent operator certified by a qualified third party with documentation available for review.
 - v. All platforms must be equipped with the appropriate safe guards, including guardrail system, fall arrest anchorage point(s) and emergency controls.
 - vi. Where platforms are operated on upper floors or near excavations, adequate protection must be provided to prevent the platform from being driven off the floor or into the excavation.
21. **Cranes:**
 1. Any crane operated on the Project must be suitable for the tasks they are required to perform and be structurally sound.
 2. All cranes must be thoroughly inspected, at IP's expense, by an independent, certified 3rd party before use, after any significant alteration and at regular intervals (at least every 12 months) in compliance with manufacturer's and legal requirements.
 3. All inspection and maintenance records must be maintained by IP, kept up to date per manufacturer's guidelines and copies kept in the cab.
 4. All cranes must be fitted with the following: automatic safe load indicators (ASLI) or load movement indicator (LMI), visual indicator of rated capacity at given radii (where applicable), over load alarms, warning lights where applicable, anemometers, anti two-blocking devices where applicable, appropriate grounding where required.
 5. The IP will identify its competent person supervising crane operations for all lifting operations.
 6. All crane erection, climbing and dismantling operations must be controlled by IP. IP shall use a Crane Pick Permit/Crane Lift Plan/JHA and have a layout drawing noting the crane set-up and pick radius.

7. Rigging inspections by the IP's designated competent person must be performed daily prior to use and during use where service conditions warrant. Weekly inspection documentation must be available for review.

8. Critical Lift is a High-Consequence/High-Value lift and requires a detailed, step-by-step procedure in the form of an Engineering Note submitted and reviewed prior to lift being made.

22. Deliveries:

1. Trained flaggers shall be provided by the IP for all material deliveries.
2. IP flaggers must be qualified and wear appropriate wear high visibility apparel.
3. All of IP's vehicles shall be fitted with back up alarms.

23. Electrical / Power Tools: All electrical work shall comply with applicable local codes/regulations, Federal and California state OSHA standards, and other codes/regulations such as, but not limited to, NFPA codes specifically NFPA 70E.

1. Any IP worker found to be working on electrical circuits without proper qualifications will immediately be removed from the work site. Electricians and apprentices shall be certified in accordance with state law, and shall carry certification cards.
2. All electrical cords, cables, devices, tools and equipment must be rated for heavy duty usage and be suitable for construction.
3. All electrical cords, cables, devices, tools and equipment shall be suitably grounded or double insulated.
4. All electrical cords, cables, devices, tools and equipment shall be inspected by IP, maintained and used in accordance with the manufacturer's recommendations by the IP. Inspections must be performed by IP's designated competent person per the following: (tape shall be applied on the tool or cord near the plug for visual verification of inspection)

Inspection/Testing period Tape Color Coding

- | | |
|------------------------------------|--------|
| i. January through March | Blue |
| ii. April through June | Red |
| iii. July through September | Orange |
| iv. October through December | White |

5. All electrical cords, cables, devices, tools and equipment shall be suitable and listed for the purposed used.
6. All temporary power will be GFCI protected during construction and maintained and supplied by the electrical contractor. At such time that permanent building receptacles are energized and are not GFCI protected, IP shall provide portable GFCI protection for all electrical cords and tool in use by their workers.
7. All electrical work should be performed in a de-energized state. When not feasible an Energized Electrical Work Permit must be in place.
8. All energized Work (Pre-Construction Audit/Survey, Construction, and Commissioning) must have a detailed, step-by-step Hazardous Energy Control Procedure completed and submitted to SunPower prior to work being performed.

24. Equipment Operators:

1. The IP must ensure operators of mobile equipment are trained and competent to operate their assigned equipment in accordance with all applicable law, standards and the Contract.
2. The IP must provide appropriate training documentation for operators meeting all federal state local and company requirements including, without limitation: driver's license, operator's card, and any applicable training certificates specific to equipment.
3. All operators are subject to reviews by their employer and SP on a regular basis to ensure operational standards are maintained.
4. Any vehicles being loaded or unloaded must be effectively stabilized by IP through the use of emergency brakes, wheel chucks, etc. to prevent accidental movement.
5. All loads must be reviewed by IP for adequate covers, securement (binders, etc.) by the operator required to entering/exiting the site.
6. All persons operating equipment must wear a seat belt at all times.

7. No person should ride in a vehicle as a passenger on site unless a seat and a seat belt is provided and the operator is authorized to carry passengers on site.
8. Mobile phones shall not be used while operating equipment or vehicles unless the vehicle is switched off and is parked in an authorized area.
9. All equipment must be inspected daily prior to use and documented on the General Equipment Inspection form (Attachment j). Form shall remain with equipment and be available for review.

25. Excavations:

1. A Job Hazard Analysis must be performed by IP before the start of any excavation work. The JHA must include details of subsurface obstructions, utility services, details of protective systems and soils analysis, access details, dewatering methods, perimeter protection systems and protection of adjacent structures, at a minimum.
2. Excavation Work requires an Excavation Permit (Attachment e). The IP's competent person shall complete the Permit for review and sign off prior to such work starting.
3. The location of underground utility services must be verified by a utility location service arranged by the IP.
4. The IP's competent person will conduct documented daily inspections of excavations per OSHA and design protective systems to prevent cave-ins, eliminate hazardous atmospheres, establish safe access, provide dewatering, and inspections following all rain events.
5. The IP shall ensure that all workers engaged in excavation work are provided with and wearing high visibility vests.
6. No IP worker is permitted underneath loads handled by lifting or digging equipment.
7. IP workers must stand away from any vehicle being loaded or unloaded.
8. IP's workers may not be in an excavation while excavation equipment is also working in the excavation.

26. Fall Prevention: IP shall review all work at height against the Falls Prevention Hierarchy of Control and maintain the highest level of control. Any task which is 6 feet or more above a lower level requires fall protection hazard controls. The Hierarchy of Control is as follows

- i. Eliminate the risk of falls of people or materials by design and or employing construction methods, which avoid or reduce the need for work at heights. (Examples: pre-fabricating permanent works such penalization) and then lifting them into place rather than constructing them at height or the use of long-handled tools to avoid the need to work at height.
 - ii. Mitigate the risk of falls of people and materials where work at heights cannot be eliminate. (Examples: designing and employing edge protection systems which can be installed as soon as practicable and remain in place as long as possible, examples include: guard rails, use of integral working platforms and screens: use of fixed scaffolds and mobile scaffold platforms, use of aerial lifts for erection of steelwork, use of scissor lifts rather than step ladders, installation of nets fitted at working level to provide maximum level of fall arrest and minimize consequence of falls thru skylights, use of air bags, debris netting fitted at both external and internal floor edges to prevent fall of materials, nets to protect public.
 - iii. Personal Fall Arrest Systems (PFAF): Should only be used as a last resort as they rely on the individuals at risk to use them correctly, and they only protect those individuals using them. Systems need to be designed by competent persons to ensure their effectiveness (including rescue procedures) and use needs to be limited to specific trained personnel. Preference should be given to fall prevention systems (restraint) rather than fall arrest systems, which limit the distance people can fall (mitigation). (Example: full body harness secured by fixed length lanyard restricting access to point of work preferred to use of retractable line (inertia) system.
1. The IP shall provide JHA and Written Fall Prevention Plan for all work at height including:
 - i. Details stating how the work will be performed and how risks will be managed.
 - ii. Fall protection training
 - iii. Fall protection anchor points including device details
 - iv. The rescue provisions
 2. Perimeter Protection Guardrail and Cable System's
 - i. All systems shall be a minimum 42" in height to the top rail with appropriately spaced intermediate rails and toeboard.
 - ii. All guardrail systems must meet design criteria set forth in OSHA Subpart M 29 CFR 1926.502.

iii. Installation of all guardrail systems must be reviewed against the hierarchy of controls and coordinated to provide protection for following trades.

3. Work occurring beyond the vertical face of all perimeter protection must afford "point of operation" controls as the first level of protection. All tools, materials or equipment which breach the perimeter protection must be positively secured back to the worker or structure through the use of tool lanyards or synthetic rope of line (natural fiber rope is not permitted). Lanyards or ropes must be appropriately sized for the weight of the tool, material or equipment. Anchorages must be snaphook, carabineer, shackle or similar device that provides positive locking. The use of knots to secure lanyards is not permitted.

4. Areas where works have been identified to have materials falling, secondary protection must be provided by the IP per the following:

- Catch nets/ platforms/ boxes must be installed along the perimeter building edge as close to the point of operation as possible.
- Overhead protection must be provided at all designated building access points and over any public interface (combined with appropriate exclusion zones).
- Exclusion zones must provide for adequate distance to mitigate the risk of injury from falling material whenever work is performed outside perimeter protection. Zones must be established to provide protection in any area affected.
- Exclusion zones which are not secured to prevent unauthorized entry require a spotter supplied by the IP.
- Areas below any shaft/skylight work must be barricaded and signed by the IP to ensure no workers are affected.
- Inspection of the project site shall be conducted frequently by the IP to ensure all materials stored are properly managed and secured at all times.

27. Fire Prevention / Protection:

1. Combustible or flammable storage areas must have a dedicated means of fire protection at a minimum one (1) 4A 60BC 10lb. Dry Chemical fire extinguisher.

2. SDS's shall be reviewed for flammability ratings and proper storage requirements.

3. Flammable and combustible liquid storage containers will be marked with content identity and approved for purpose, have a self-closing lid and be UL or FM approved.

4. Outdoor storage tanks and containers (e.g. fuel, temporary propane) will be protected from impact damage and placed in a secondary containment structure capable of holding at least 110% of the tank capacity. Tanks and containers will not be stored closer than 20 feet from any structure. Flammable and combustible substances stored on a structure for future use may not exceed 25 gallons.

5. All trash including packaging material such as cardboard and polystyrene will be removed from the site at the end of each shift.

6. SDS's for each chemical to be used during a task shall be reviewed by IP and all workers handling or exposed to any such chemical before the task begins. Fire hazards specified in the SDS will be considered in selecting precautions (exhaust ventilation, fresh air dilution ventilation, and fire protection).

7. To the extent possible, hot work should be eliminated by metal cutting techniques which do not use open flame or generate sparks.

8. A daily Hot Work permit (Attachment f) is required for any welding, brazing, soldering, torch cutting, and metal grinding. The Hot Work permit shall be prepared by the competent person for the IP and reviewed and approved prior to work starting.

9. Workers performing burning, welding or fire watch activities shall be trained in the hot works process

10. Storage areas of compressed gas cylinders, containing oxygen or fuel gases must be according to Federal, State or local regulations. Empty cylinders must be removed from the building immediately. All compressed gas cylinders shall be stored upright, capped and secured in a proper storage rack.

11. A minimum of one crew member must act as the designated fire watch while the hot work is in progress and for one hour thereafter and again at the end of normal work shift (whichever is later).

12. The fire watch must remain within 50 feet of the hot work and maintain an unobstructed view of the work area. The fire watch shall be equipped with a minimum of one (1) ten-pound ABC dry chemical fire extinguisher for each hot work operation; know whom to call to report a fire; and be familiar with the operation of the extinguishing equipment and have a method of communicating to the project office or directly to emergency services should a fire occur.

13. In the event of a fire extinguisher is discharged, a replacement is required before work can resume.

14. Task lighting (halogen light stands), must be secured by IP and kept from combustible materials.

15. All electrical cords, cables, devices, tools and equipment shall be inspected, maintained and used in accordance with the manufacturer's recommendations.
16. IP shall immediately remove from service any tool or cord showing defects or damage.
17. IP workers will be instructed on the site specific requirements for reporting fires into the local emergency services (911).
18. IP shall have fire extinguishers certified by a competent and qualified individual on an annual basis and IP shall inspect monthly.
19. Extinguisher placement shall follow NFPA 10, latest edition and be no more than 75' of travel.
20. At no time during construction shall an emergency route be blocked by IP. If work must be performed in any egress path, new emergency routes must be established prior to work being performed in the area.
21. During construction, alteration, or demolition, a fire safety plan shall be developed to assure that the listed requirements in NFPA 241 (2004 edition), Article 87 of the California Fire Code and the California Code of Regulations (CCR), Title 8, Section 36, Fire Protection and Prevention are addressed.

28. Hoisting & Rigging:

1. Communications:
 - i. The IP Crane operator and competent person in charge of lifting operations must establish two-way communication between the crane operator and designated signal person.
 - ii. Where communications or lines of sight become impaired, lifting operations must cease until such time as communications are re-established.
2. The IP must use flaggers, lights, whistles, horns to signal that a lift is taking place.
3. Prior to each shift, a review of the lifting operations by the IP competent person shall include:
 - i. Ensuring all equipment to be used in lifting tasks, including crane, rigging, slings and hooks, have been thoroughly inspected.
4. All loads must be secured by IP to eliminate the potential for falling material. Loads such as palletized materials, bins, baskets, etc., must be reviewed by the IP's competent person supervising the task and additional controls put in place including netting, covers, or tarps.
5. All loads require at least one tag line, made of non-conductive material and of appropriate length to ensure the safe control of the load.
6. All of IP's employees have the authority to stop any lift for an unsafe condition, including the crane operator.

29. Housekeeping: IP's shall, at its own cost and expense, (a) keep the Premises free at all times from all waste materials, packaging materials and other rubbish accumulated in connection with the execution of its Work, (b) at the completion of its Work in each area, perform such cleaning as may be required to leave the area "broom clean" and (c) at the entire completion of its Work, remove all of its tools, equipment, scaffolds, shanties, and surplus materials. Should IP's fail to perform any of the foregoing to SunPower's satisfaction, SunPower shall have the right to perform and complete such work itself or through others and charge the cost thereof to IP's.

1. The IP shall cooperate with any site specific initiatives requiring that cords and cables are to be elevated, re-routed or placed in a safe location to prevent damage and tripping hazards.
2. Removal of nails from waste must be assessed and controlled immediately prior to disposal or storage by IP.
3. Rebar must have all exposed ends of the bars must be protected through the use of rebar caps, covers, or by bending over.
4. There is to be no removal of materials through floor openings without prior review and approval.
5. Combustible scrap and debris shall be removed at regular intervals on a continuous daily basis.

30. Ladders:

1. The IP shall provide a Ladder JHA as part of the submission. The JHA shall provide details of how the IP will apply the Hierarchy of Fall Prevention for all ladder use and include details where ladders must be used and why.
2. The IP may use ladders only if:
 - i. Safe alternatives are "not reasonable and practicable"

- ii. Inspected daily
- iii. Extension ladders shall extend at least 36 inches above landing and tied back, blocked or otherwise secured
- iv. Portable metal/aluminum or wood ladders are not permitted on any project
- v. The top and top step of a stepladder shall not be used as a step
- vi. When working on ladders above 6 feet, one shall not be permitted to stand or work on the top three rungs/cleats unless there are members of the structure that provide a firm handhold of employee is protected by personal fall protection system

- 3. Tools and heavy or bulky materials should never be carried up or down a ladders. Unsecured tools should never be rested on a ladder.
- 4. Workers shall be trained in ladder hazard recognition, set up, use and applicable manufacturer's safety requirements. Training records are to be available for review on jobsite

31. Lock Out Tag Out - Control of Hazardous Energy:

- 1. IP performing Lock Out Tag Out during the course of their work is required to provide their LOTO program, permit and appropriate JHA.
- 2. The IP will coordinate all locking and tagging of potentially energized systems with SP. Minimum LOTO requirements include:
 - i. Prepare a LOTO permit or equal for SP review prior to work starting that identifies the system, location, the affected worker's names, and the purpose for locking and tagging, date DE energized and the LOTO supervisor's name.
 - ii. All affected IP workers will be required to attach their own locking device to the systems being locked out. The use of lock boxes for multiple affected workers will be acceptable.
 - iii. All locks used for control of hazardous energy that are protecting potentially affected workers shall be clearly identified as Lock Out Tag Out locks.
 - iv. All tags used for control of hazardous energy shall have the owner's name and contact information written on them.
 - v. Removal of an absent worker's lock shall be coordinated with SP following a thorough verification that there is no risk to the worker if the lock is removed.
 - vi. Removal of another person's lock is grounds for immediate dismissal

32. Material Handling and Storage:

- 1. IP shall provide a Material Staging Plan detailing delivery dates, and storage locations.
- 2. Storage areas are to be maintained in a safe manner and materials are not to be stored outside of designated storage areas or in access routes.
- 3. Materials shall be stored to minimize re-handling and reduction of transporting in mind.
- 4. All materials shall be stacked off the ground by IP and placed on pallets, racks, scaffolds, etc. and in accordance with IP's Material Management JHA.
- 5. The storage of materials on site must be minimized by adopting a "just in time" delivery schedule.
- 6. IP shall ensure that their employees are properly trained in proper lifting, grabbing, hoisting, team lifting, and any accessories of handling equipment.

33. Permits: Permits are required for the activities listed below and must be obtained prior to start of work. Permits must be posted conspicuously at the work site.

- 1. Fire Safety Permit – All hot work requiring the use of open flames, heat-producing, or spark-producing equipment.
- 2. Dig/Excavation Permit – Required for any penetration 1 – ½ inches or deeper.
- 3. Confined Space Permit – Required before entering any confined space. This permit is separate from an OSHA permit required confined space.
- 4. Energized Electrical Work Permit – SP requires all electrical work be completed at zero energy state. If performance of task is infeasible at zero energy state than an Energized Electrical Work Permit including Lock Out Tag Out shall be used.

34. Personal Protective Equipment (PPE): PPE requirements shall be posted at the main entrance to the job site.

- 1. All personnel shall wear safety glasses 100% of the time as soon as they enter the construction site. Minimum eye protection shall include approved safety glasses with side shields, or equivalent, which meet the standards specified in ANSI Z-87.1-1989. This requirement also applies to persons who wear prescription eyewear.

2. Face shields shall be worn when performing the following work activities: welding, burning, or cutting with torches, using abrasive wheels, chop saws, portable grinders, chipping concrete, pouring concrete, cutting stone, cutting metal, drilling, using power actuated tools, handling hazardous liquids..
3. All personnel shall wear ANSI approved hardhats while on the construction site. Hard hats shall display the worker's name, including the IP's name.
4. Any IP whose work requires the use of a respirator, other than voluntary use, are required to have a respirator program and have each worker medically tested as fit to wear one.
5. Well-constructed work boots or providing ankle protection and substantial, flexible soles are required for workers on all projects at all times.
6. Sneakers, tennis shoes, athletic shoes of any type, sandals, high heels, or street shoes are not to be worn while on a project site.
7. Shirts with sleeves, at least four (4) inches in length, shall be worn at all times. "Muscle or tank top" type shirts are prohibited. No tank tops, shorts, cut-offs, or ripped or torn clothing allowed on the project site.
8. Full-length pants are required. Shorts and sweat pants are prohibited.
9. Polyester or similar material that poses a burn hazard and should not be worn.
10. Dangling jewelry may not be worn.
11. Long hair must be restrained.
12. The IP shall require workers to use appropriate hand protection if their hands could be exposed to hazards, such as harmful substances that can be absorbed by the skin, severe cuts or lacerations, severe abrasions, punctures, chemical burns, thermal burns, and or harmful temperature extremes.
13. Hi Vis Vests or shirts meeting the requirements ANSI/ISEA 107-2004 class 3 compliant apparel will be worn in all areas of ground work involving mobile equipment and whenever working on or adjacent to public roads.
14. The SDS shall be consulted regarding protective equipment.

35. Powered Mobile Equipment (including Forklift Trucks):

1. The IP must provide weekly equipment inspection records for all Powered Mobile Equipment used on site. The inspections must be performed following the manufacturer's recommended inspection protocols. Where required, daily records of inspections are to be maintained also and must remain with the equipment at all times while on the project site.
2. All Powered Mobile Equipment or vehicles must be in compliance with all local regulations and have the following in proper working condition: Effective brakes, horn, lights, reflectors, seat belts, visibility aids (e.g. mirror or CCTV), visual and/or audible warning system, fire extinguisher, lights or alarms.
3. Forklift Truck Operators must have certification card with them at all times while operating lift.

36. Protection of Opening: Workers must be protected from falls and from being struck by falling materials.

1. 100% passive fall protection is required and must be maintained during the installation and removal of guardrails or other protective devices.
2. Floor and roof openings (skylights) shall be protected by a standard railing or cover.
3. Covers must support twice the intended load, secured to prevent displacement and marked with the words "hole" or "cover".

37. Safety Kiosk: Will be placed strategically around the job-site. They will include at least the following:

- i. Fire Extinguisher
- ii. Emergency Contacts/Phone list
- iii. Location and Map to Health clinic and Hospital
- iv. Sign Indicating Location of AED (if used or supplied)
- v. First Aid Kit/Log/blood borne pathogen kit
- vi. Federal, State. OSHA required Postings

38. Scaffolding:

1. Shall erect all scaffolds according to the scaffold manufacturer's specifications and be in compliance with the OSHA standards per 29 CFR 1926 Subpart L.
2. All scaffold components shall be inspected prior to use for damage or defects by a competent person. Additional inspections are required after any occurrence which could affect a scaffold's structural integrity such as an alteration, repair work or adverse weather impacts.
3. Scaffold access shall be by safest means possible.
4. General:
 - i. IP workers engaged in scaffold work must carry out their work in such a manner that will not expose them to a fall greater than 6 ft. (SP Minimum Standard).
 - ii. The climbing up and down of (braces) is not permitted. Planks shall be tied down at all times by IP. All braces and ties shall be installed by IP per manufacturer's instructions and must be fitted as scaffolding is being built.
 - iii. Work platforms are to be fully decked by IP with handrail, midrails, and toeboards installed as a minimum.
5. All scaffolds under construction must be red tagged "DO NOT USE" by IP. Any scaffolds missing any guardrails or toeboards, having incomplete platforms or improper access must be yellow tagged by IP with an explanation of concern to user. All completed scaffolds with no existing hazards must be green tagged by IP. IP must place tags at points of access such as ladder ways or ramps from adjoining structures.
6. All fixed scaffolds where personnel are below must have protection installed to prevent falling materials to lower levels.
7. All mobile scaffolds over 6 ft. to working deck are required to have lockable wheels locked when in use, handrails at 3 ft. off the working deck and a midrail.
8. Fall protection shall be provided at all heights above 6 feet regardless of the type of scaffold.
9. Scaffold erection and dismantling procedures must be included in the JHA submitted with the SSSP and be reflected in the daily Plan of the Day.

39. **Smoking Policy:** All SP sites are designated as non-smoking. The areas where workers are permitted to smoke are outside the Project and will be clarified at the pre-start meeting. Any worker found in breach of the no smoking policy must be removed from the Project and will not be permitted to return.

40. Environmental & Occupational Health Policies:

1. Any time there is a health risk such as chemical exposure, dust or fume exposure, noise and vibration, for example, IP must conduct a review that follows the Hierarchy of Controls model for risk management (eliminate / mitigate / PPE). That is, first eliminate the risk by removing the product or process or by substitution for a less hazardous product. Second, where a hazard cannot be eliminated, a process must be implemented that uses administrative or engineering controls reduce exposure to workers through shift rotations, or similar. Lastly, the use of Personal Protective Equipment shall be used only if other means to mitigate or eliminate the risk are not feasible.
2. The Manual Lifting JHA shall identify storage location that can reduce re-handling material. Any material should be brought onsite by IP in a condition which allows for handling with equipment in lieu of manual lifting by personnel, wherever possible.
3. The IP shall provide a JHA for tasks where manual lifting will be required. The JHA must include the use of appropriate equipment (material and duct lifts, chainfalls, etc.) that may be used to reduce the likelihood of soft tissue injuries. The JHA shall include safe work (manual lifting) practices, information on proper postures during lifting (bent knees, straight back, etc.) and the benefits of pre-task stretching and flex programs. Plan of the Day (POD) plans will be used to reinforce the risk mitigation methods outlined in the Manual Lifting JHA.
4. IP is to STOP work immediately, in the affected area, and inform SunPower Environmental Health Safety and SP Project Manager if suspect Asbestos, Lead, Mercury, Valley Fever, Silica Dust or any other unforeseen substance are suspected to be present.
5. An ample supply of portable restrooms and hand wash stations shall be required. Ongoing sanitary maintenance is required along with closed trash receptacles.

41. **Confined Spaces:** IP written Confined Space Program must contain procedures that meet or exceed Federal and/or CAL/OSHA requirements for entering confined spaces and include the completion of a permit form acceptable to SunPower.

42. **First Aid:** The IP shall have at least one person certified in first aid and CPR at the job site at all times.
1. The IP shall provide first aid kits.
 2. Where any person may be exposed to injury from corrosive materials, suitable facilities for quick drenching or flushing of the eyes and body shall be provided for emergency use.
 3. IP shall maintain a first aid log and document monthly inspections of first aid kits/eye wash stations.
 4. Transmission/contact of Blood-borne Pathogens require employees to follow Universal Precautions including, but not limited to, wearing of disposable latex gloves and eye protection, use of resuscitation mask and immediately containing, cleaning and proper disposal of any body fluids.
 5. At least one IP employee shall be trained in first aid and CPR, and they shall also be trained in the decontamination of blood spills.
 6. If an incident, accident or near-miss occurs, SunPower EH&S manager shall be notified immediately (before the end of the work shift).
 - i. An initial written report is required to be submitted to SP Safety within 24 hours of occurrence. The initial report will be reviewed by SP Safety.
 - ii. If there are no comments, questions or concerns with the initial report, a final investigation report will be completed within 72 hours and submitted to SP Safety.
 7. When an employee is required to stay in a hospital or other medical facility for 24 hours (or more) due to a work-related incident, accident, injury or illness, the following procedure(s) shall be followed:
 - i. Ensure the incident, accident, injury or illness is work related.
 - ii. All SunPower, Contractor and Subcontractor policies with regard to work-related incidents, accidents, injuries or illnesses shall be followed. This includes any post-incident, accident, injury or illness procedures.
 - iii. The SunPower EHS&S Manager shall be contacted immediately. They will contact the Global EH&S Director immediately. If deemed necessary, the Global EH&S Director will contact OSHA directly.
 - iv. If an employee feels it is necessary, or in his/her best interest to do so, it is the employee's right to contact OSHA directly.
 8. The following guidelines will be used in determining whether any incident is deemed Recordable on all SunPower projects:
 - i. Death.
 - ii. Days away from work.
 - i. An employee cannot report to his/her to regularly scheduled work duty due to a work-related injury or illness.
 - ii. An employee begins a shift of his/her to regularly scheduled work duty but cannot complete the shift due to a work-related injury or illness which occurred previous to that day's work.
 - iii. Restricted work.
 - i. SunPower (or SunPower's contractors or subcontractors) keep the employee from performing one or more of the routine functions of his/her job (job functions that the employee regularly performs at least once per week).
 - ii. SunPower (or SunPower's contractors or subcontractors) keep the employee from working the full workday that he or she would otherwise have been scheduled to work.
 - iii. A physician or other licensed health care professional recommends the employee not perform one or more of the routine functions of his or her job.
 - iv. A physician or other licensed health care professional recommends the employee not work the full workday that he or she would otherwise have been scheduled to work.
 - v. SunPower (or SunPower's contractors or subcontractors) assigns a work restriction to an employee for the purpose of preventing a more serious condition from developing.
 - iv. Job transfers.
 - v. Affects routine (essential) job functions.
 - i. An employee is unable to perform his/her regular job duties.
 - ii. An employee is forced to modify his/her regular job
 - iii. Medic routine(s). al treatment beyond first aid.
 - vii. Loss of consciousness.
 - viii. Diagnosis of a significant injury or illness.
43. **Hazard Communication:** In the event that hazardous substances of a type of which an employer is required by law to notify its employees are being used or stored on the site by IP, IP shall immediately provide written notice of the chemical composition thereof (including, without limitation, a copy of the applicable Safety Data Sheet) to SunPower in sufficient time to permit compliance with such laws by SunPower. In the event that IP encounters on the site material reasonably believed to be hazardous substances (including, without limitation, asbestos or polychlorinated biphenyl) which has not been rendered harmless, IP shall immediately stop Work in the area affected and immediately report the condition to SunPower in writing. Work in the affected area shall resume when such hazardous

substances have been rendered harmless or removed as determined by SunPower in its sole and absolute discretion. To the extent of IP's responsibilities hereunder, IP does indemnify and save harmless SunPower from and against any and all loss, injury, claims, actions, proceedings, liability, damages, fines, penalties, cost and expenses, including legal fees and disbursements, caused or occasioned directly or indirectly by the IP's in regard to such hazardous substances.

The OSHA Hazard Communication Standard requires that all employers with employees potentially exposed to hazardous chemicals at their work site establish a hazard communication program. IP are responsible for maintaining on-site:

1. Each IP must provide copies of the SDS's for any hazardous chemical, substance, and compound used at the project site. No hazardous chemical, substance or compound shall be allowed on site without a current SDS on file.
2. The SDS for each chemical to be used during a task shall be reviewed by the IP before the task begins. Chemical hazards specified in the SDS shall be considered in selecting precautions (exhaust ventilation, fresh air dilution ventilation, and fire protection) and selecting PPE (eye protection, chemical protective gloves and clothing, respiratory protection).
3. In addition to the OSHA established limits of worker exposure to chemicals, IP evaluations of chemical exposure will be per the SDS including: Threshold Limit Values (TLV), Permissible Exposure Limits (PEL), Short Term Exposure Limits (STEL), and Immediately Dangerous to Life and Health (IDLH). Precautions will be based on whichever exposure limit ensures the highest degree of protection.
4. IP involved with a chemical spill is required to respond to spill in a responsible and safe manner.
5. All containers shall be clearly labeled, appropriate warnings noted and names and addresses of the manufacturers listed.
6. IP is responsible for training its own employees. As of December 2013 all employees must be trained to the GHS standards.

44. **Hearing Conservation:** Once areas or tasks have been identified as having elevated noise levels above 85dba, IP shall ensure reduction or isolation of worker exposure by:

- i. Providing a hearing conservation program which includes protocols for risk assessments, exposure monitoring, audiometric testing, appropriate PPE (per ANSI 5.319), training requirements, and recordkeeping requirements.
- ii. Also, for any areas where noise levels are above 85 dbA the IP must have appropriate warning signage posted.

45. **Heat Illness Prevention:** IP shall follow the requirements of the California Code of Regulations, Title 8, section 3395 "Heat Illness Prevention" regardless of the location of the project. Section 3395 has specific requirements for water, shade, rest periods and High-heat procedures.

1. The IP must provide an adequate supply of potable water for all of their workers.
2. Portable containers used to dispense drinking water shall be capable of being tightly closed and equipped with a tap.
3. For water coolers or similar dispensers, the IP shall supply single cups and a receptacle for disposing the cups where the potable water is staged. Trash receptacles must be provided and kept closed.
4. Once temperatures reach 75 degrees a toolbox/tailgate meeting must be held with all workers to discuss the requirements of standard.
5. At 85 degrees the standard for rest, water and shade shall be implemented.
6. At 95 degrees the "High Heat" standard shall be implemented.

46. **Respiratory Protection:** Whenever feasible engineering or administrative controls must be implemented. As the last resort respirators will be allowed. IP shall have a written Respiratory Protection Program to cover all aspects required for the proper use, care, and maintenance of the equipment. IP shall train workers on all elements of the program listed in 29 CFR 1910.134.

47. **Return to Work:** IP shall establish a "light duty" or "restricted duty" policy to return injured employees back to work as soon as possible.

1. All work-related injuries are to be reported to SunPower EHS&S immediately.
2. Treating physician is to be told the injured employee has light/restricted duty available.
3. Once treating physician has allowed light/restricted duty a copy shall be provided to SP prior to the employee returning to work.
4. The employee must follow all restrictions given by the physician until the physician issues a Full Return to Duty.

5. Full Return to Duty shall be provided to SP prior to the employee returning to full duty.

48. **Weapons in the Workplace:** Guidelines:

1. Employees are prohibited from carrying or bringing any weapon to their work site or any other location the employee may be required to be during the workday. This prohibition also applies to any employee who is licensed to carry a firearm or weapon.

2. Weapon means any firearm, whether loaded or unloaded, from which a shot may be discharged including but not limited to pistol, revolver, shotgun, rifle, bb gun or any knife including switchblade knife, gravity knife, or any knife with a blade longer than 3 inches, or billy, blackjack, bludgeon, metal knuckles, bow and arrow, electronic stunning device, etc.

3. Employees may seek approval from the Director of Personnel for a waiver of this prohibition based on unique circumstances. Such request shall be made in writing and indicate the basis for the exception.

4. Any employee who is uncertain whether an instrument or device is prohibited under this document is obligated to request clarification to insure he or she is not in violation of this policy.

5. A violation of this document is a serious infraction of the work rules and may result in discipline up to and including termination.

49. **Wind and Visibility:** Any worker has the right to stop work / pause or temporarily suspend a work task for safety including wind and/or poor visibility at its discretion under the guidelines listed below.

1. Guidelines

i. Sustained winds of 25 to 30 mph.

ii. Wind gusts of 60+ mph.

iii. Visibility less than 200 ft.

iv. On-site Project Management deems any wind or visibility situation too unsafe to continue work regardless of the criteria shown in 1 and/or 2.

v. When the task or tasks (e.g. panel installation, crane operation, etc...) being performed cannot be done safely due to the conditions.

vi. At the HO's direction.

50. **Sustainability Policy:** IP agrees to fully engage with SunPower on their following quest:

1. Is committed to protect the environment and provide a safe and injury free workplace to safeguard the health of our employees, contractors, customers and other stakeholders.

2. As a responsible corporate citizen, is committed to comply with all applicable environmental, occupational health and safety laws and regulations and other requirements that apply.

3. Pursues continual improvement in the areas of environment, safety and health as an important investment for the future and is committed to the prevention of pollution.

4. Continually reviews and improves EHS management systems and controls.

5. Sets targets and objectives to promote health and safety while conserving natural resources, minimizing waste, and providing an environmentally friendly workplace.

51. **Media/Crisis Management:** A Crisis is an event that threatens SunPower's facilities, employees, finances, investors, business or image, and requires an immediate response. If you are contacted by a journalist, please refer them immediately to the Sun Power PM/CM/EHS&S team. Please note that only media trained, approved SunPower spokespeople may speak on behalf on SunPower to members of the press. Guidance for informing the SunPower first point of contact upon hearing of a field event:

1. Text/Call/email the SunPower PM/CM/EHS&S immediately with the following message/information:

i. Time, location and nature/source of failure.

ii. Damage assessment/is it contained or is safety risk ongoing?

iii. Anyone hurt, how bad and initial treatment performed?

iv. Witnesses and have they provided a witness statement?

2. Call 911 if necessary

3. Express concern for the customer/affected party

4. Collect as much info as possible

52. **Safety Training and Education:** IP shall provide a workforce that is trained to the requirements set forth in general and in the specific substance-and subject-specific standards of 29 CFR 1926 (and as applicable 29 CFR 1910), and California Code of Regulations, Title 8, Construction Safety Orders. IP shall be able to demonstrate satisfaction of training requirements.
53. **Non-Harassment Policy:** Prohibited unlawful harassment includes, but is not limited to, any of the following behavior:
1. Verbal conduct, such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments.
 2. Visual conduct such as displaying derogatory and/or sexually-oriented posters, photography, cartoons, drawing, or gestures. This includes material of a sexually explicit or discriminatory nature downloaded or transmitted by electronic communication systems such as computer equipment, voice mail, ore-mail.
 3. Physical conduct such as assault, unwanted touching, blocking normal movement or interfering with work because of sex, race, or any other protected basis.
 4. Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss, and offers of employment benefits in return for sexual favors.
 5. Retaliation for having reported or threatened to report harassment.
 6. Harassment, threats, acts of violence, and inappropriate conduct are grounds for termination of the contracted services and banning from future access to the site.

Return Material Authorization (RMA) Process

This document reviews the return material authorization (RMA) process with SunPower including reporting, receiving a replacement item, and returning an item. For questions, email the RMA team at GBFS-F2D_RMA-NA@sunpower.com.

RMA Issue	Immediate Action	Your Next Steps
Faulty Item <i>SunPower device not working as expected</i>	<p>While onsite, contact a SunPower Technical Support Engineer (TSE) at 1-855-977-7867 to troubleshoot.</p> <p>You must provide:</p> <ol style="list-style-type: none"> 1. Serial number 2. Product description 3. Installation date 4. Customer's name 5. Issue with item 	<p>If troubleshooting does not correct the issue due to a faulty item, the TSE will issue an RMA.</p> <p>You must provide:</p> <ol style="list-style-type: none"> 1. Shipping address for replacement item 2. Pickup address for faulty item 3. Contact information for replacement item delivery (name, phone number, and email) if it is different from what is recorded in the Partner Portal.
Damaged Item <i>SunPower shipment or device damaged during shipment</i>	<ol style="list-style-type: none"> 1. Report shipment or device damage within 15 calendar days of receipt date. 2. Take photos of damaged packaging and items. Record details of damage in the Bill of Lading (BOL). 	<p>Contact a Partner Service Representative (PSR) to issue an RMA at 1-855-977-7867.</p> <p>You must provide:</p> <ol style="list-style-type: none"> 1. Product description 2. Packing slip number 3. Shipping address of replacement item 4. Pickup address for damaged item 5. Contact information for replacement item delivery (name, phone number, and email) if it is different from what is recorded in the Partner Portal.
Sales Return <i>SunPower shipment containing incorrect or excess items OR incorrect or excess orders from partners</i>	<ol style="list-style-type: none"> 1. Report items for return within 30 calendar days of delivery date. 2. If items are not in sellable condition, take photos of the items for return. Record details of damage with the carrier at pickup. 	<p>Contact a Partner Service Representative (PSR) to issue an RMA at 1-855-977-7867.</p> <p>You must provide:</p> <ol style="list-style-type: none"> 1. Item number and product description 2. Purchase order number 3. Packing slip number 4. Shipping address of replacement item 5. Pickup address for sales return 6. Contact information for replacement item delivery (name, phone number, and email) if it is different from what is recorded in the Partner Portal.
Cancelled, Terminated, or Amended Lease Return <i>SunPower shipment or device return due to lease cancellation or revision after materials delivered</i>	<ol style="list-style-type: none"> 1. Report items for return within 3 calendar days of lease cancellation date. 2. If items are not in sellable condition, take photos of the items for return. Record details of damage with the carrier at pickup. 3. Cancelled lease items must be shipped back to SunPower within 10 business days of receiving the return label or Bill of Lading (BOL). 	<p>Contact a Partner Service Representative (PSR) to issue an RMA at 1-855-977-7867.</p> <p>Important! The lease status must be cancelled in the Partner Portal for the PSR to issue an RMA.</p> <p>You must provide:</p> <ol style="list-style-type: none"> 1. Lease number 2. Purchase order number 3. Packing slip number 4. Shipping address of replacement item 5. Pickup address for sales return 6. Contact information for replacement item delivery (name, phone number, and email) if it is different from what is recorded in the Partner Portal.

Return Material Authorization (RMA) Process

Receive a Replacement Item

1. Once an RMA is processed, SunPower sends you a confirmation email. Verify all the information in the confirmation email:
 - a. RMA number of return and RMA number of replacement (if receiving replacement item).
 - b. Replacement item delivery date (based on transit time for your region)
 - c. Shipment tracking number
 - d. Customer's name
 - e. Shipping address
 - f. Pickup date of the faulty or damaged item
2. If you are receiving a replacement item, SunPower sends you the invoice when the item ships. You can access the invoice on the Portal. If the faulty or damaged item was a:
 - a. Cash purchase, the original price is used to invoice the replacement item.
 - b. Lease purchase, the current selling price is used.
3. When SunPower receives the return item, you are credited for the invoice amount and service compensation (for repairs).
4. Open the Portal, select the *Warranty Registration* tab, and enter serial number for replacement items.

Return an Item

For sales returns (incorrect or excess order) and cancelled lease returns:

Ensure item is in sellable condition. You will be charged a restocking fee (15% of material cost) and two-way freight cost, except when SunPower shipped excess or wrong items.

For all returns:

When you receive the return label or BOL, **verify that the serial number of the item for return matches the serial number on the return label or BOL.** If they do not match, immediately email the RMA team at GBFS-F2D_RMA-NA@sunpower.com or call a PSR at 1-855-977-7867.

1. Package the item:

- a. In original packaging. If original packaging is not usable, use packaging that can safely house the item and prevent damage (a sturdy box or pallet).
- b. Remove unnecessary labels and writing.
- c. Seal with packing tape.
- d. Do not write reference information on the outside of the packaging.
- e. Place the return label or BOL and shipment confirmation you received (in email or with replacement unit) on the top of the packaging.

2. Pickup of return items

- a. SunPower arranges a carrier for pickup and emails you a confirmation number, return label or BOL.
- b. Contact the carrier with the return label or BOL information to schedule pickup with 48 hour advance notice.
- c. The return item must be picked up within 10 business days from the replacement delivery date or return label or BOL issue date, whichever is later.
- d. **No material will be picked up without a valid RMA number. Carrier will only pick up the items listed on the return label or BOL.**
- e. **Returns with incomplete parts or returns received after 30 days will not receive a credit or service compensation.**

Module packaging requirements:

1. Protect on edges (2" per angle) and on all four corners.
2. Vertical straps and multiple layers (2 turns minimum) of shrink-wrap for all partial shipments and fully stacked pallets.
3. No shipment will be accepted if freight is packaged on top of solar panels.

Lost or missing return item during shipping:

If a return item has been sent and the warehouse has not received the item, send all pertinent document (proof of shipping and all other supporting documentation) to your PSR and email the RMA team at GBFS-F2D_RMA-NA@sunpower.com to support your credit request.

Important! Returns are not accepted after 30 days except for the following cases:

- System issue with Oracle, email, 3PL system, or Infodis
- Lost shipment during transit to warehouse or at supplier
- Delayed pickup of 3PL and supplier
- Delayed arrival of items in the warehouse or at supplier

Attachment 6 - SYSTEM ACTIVATION TAG

The IP is responsible for attaching the System Activation Tag for AC and DC systems, in the appropriate and visible locations. The System Activation Tags may be obtained in SunPower's Marketing Resource Center. All crews shall be instructed on this process, and have ample supply of System Activation Tags.

System Activation Tag (Adhesive or Affixed by zip tie):

This tag shall be installed in a visible location on the Main Service Panel that feeds the AC or DC Module system (or on the AC disconnect if present.). Installation of this tag will be done at the time of system installation complete.

ATTENTION SOLAR CUSTOMER:

Your SunPower solar system cannot be activated without approval from your Utility Company.

Please contact SunPower immediately upon move in to your new home in order to activate your new solar system.

Phone: 877-34-HOMES (46637)

Email: Residential.Service@SunPower.Com

URL: <http://solar.sunpower.com/NewHomes>